

1 Ehab M. Samuel (SBN 228296)
2 esamuel@orbitip.com
3 David A. Randall (SBN 156722)
4 dave@orbitip.com
5 **ORBIT IP, LLP**
6 620 Newport Center Drive, Suite 1100
Newport Beach, CA 92660
Phone: (310) 887-1333
Fax: (310) 887-1334

7 *Attorneys for Plaintiffs*
8 *Boltier R&D, Inc., ADC Energy, Inc.,*
9 *Hun Yong Choe, and Choe Family, LLC*

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 BOLTIER R&D, INC., a California
13 corporation, ADC ENERGY, INC.,
14 a California corporation, CHOE
15 FAMILY LLC, a California limited
16 liability company, and
HUN YONG CHOE, an individual,
directly and derivatively on behalf of
CHOE FAMILY, LLC, a California
limited liability company,

17 Plaintiffs,

18 v.

19 HENRY M. LEE, an individual,
20 JOHNNY PHAM, an individual,
21 MIKA YAMAMORI, an individual,
22 GEORGE SHROUDER, an
individual, JINA LEE, an individual,
23 LUCIE LEE, an individual,
ADC ENERGY USA, INC., a
24 California corporation, HAJA
FAMILY, LLC, a California limited
25 liability company,
ADC AIR LLC, a Nevada limited
26 liability company, and DOES 1
27 through 100, inclusive,

28 Defendants.

Case No. 8:24-cv-01266-JVS-JDE

FIRST AMENDED COMPLAINT
FOR:

- (1) Trademark Infringement;
- (2) Trade Secrets Misappropriation;
- (3) Violation of The Racketeer Influenced
Corrupt Organizations Act (RICO);
- (4) Conspiracy To Violate RICO;
- (5) Declaratory Judgment;
- (6) Civil Conspiracy;
- (7) Breach Of Fiduciary Duty;
- (8) Aiding and Abetting Breach of
Fiduciary Duty;
- (9) Conversion;
- (10) Unjust Enrichment;
- (11) Unfair Business Practices Under
California Business and Professions
Code Section 17200;
- (12) Elder Abuse;
- (13) Fraudulent Misrepresentation;
- (14) Negligent Misrepresentation; and
- (15) Defamation

DEMAND FOR JURY TRIAL

1 Pursuant to Rule 15(a)(1) of the Federal Rules of Civil Procedure, Plaintiffs
2 Boltier R&D, Inc. (“Boltier”), ADC Energy, Inc. (“ADC Inc.”), Choe Family, LLC
3 (“Choe Family”), and Hun Yong Choe (“Choe,” collectively with Boltier, ADC Inc.,
4 and Choe Family, “Plaintiffs”) hereby submits this First Amended Complaint.
5 Plaintiffs state and allege as follows.

6 INTRODUCTION

7 1. Over the past three years, Defendant Henry Lee (“Lee”), along with his
8 co-conspirators, have engaged in an elaborate device, scheme, or artifice designed to
9 defraud Plaintiff Choe out of control of, and his ownership interest in, Plaintiff Choe
10 Family and to steal all the intellectual property rights of Plaintiff Boltier (hereinafter,
11 the “Boltier IP”). This is referred to herein as the “LEE Scheme.” As detailed below,
12 Defendant Lee and his co-conspirators have carried out multiple federal and state
13 crimes to achieve, or attempt to achieve, the objectives of the LEE Scheme.

14 2. Plaintiff Boltier was formed by inventor, Plaintiff Choe, as an
15 intellectual property holding company to hold Plaintiff Choe’s inventions and related
16 intellectual property, including Plaintiff Choe’s inventions related to his ground-
17 breaking electric current conversion technology. In turn, Plaintiff Boltier licensed its
18 subsidiary Plaintiff ADC Inc. to exploit the Boltier IP worldwide and ADC Inc. in
19 turn sublicensed the Boltier IP to its subsidiary Defendant ADC Energy USA, Inc
20 (“ADC USA”) to exploit the Boltier IP throughout the U.S.

21 3. Prior to Defendant Lee embarking on the LEE Scheme, Plaintiff Choe
22 owned 100% of Plaintiff Choe Family, and Choe Family in turn controlled and owned
23 the majority of Plaintiff Boltier. Further, at that time, Plaintiff Boltier controlled and
24 owned the majority of Plaintiff ADC Inc., which in turn controlled and owned the
25 majority of Defendant ADC USA. Since May 2021, Defendant Lee and his co-
26 conspirators have engaged in a device, scheme, artifice to defraud Plaintiff Boltier of
27 the ownership of the Boltier IP, defraud Plaintiff Choe out of control and ownership
28 of the Choe Family and ADC Inc., and defraud Plaintiff ADC Inc. out of its rights in

1 the Boltier IP, as well as its ownership and control of Defendant ADC USA, which
2 ultimately inured to the benefit of Plaintiff Choe through the corporate ownership and
3 structure of the companies.

4 4. To carry out, and in furtherance of, the LEE Scheme, over the last three
5 years, Defendant Lee formed a criminal enterprise with various co-conspirators,
6 which now includes Defendants Jina Lee (“Jina”), Johnny Pham (“Pham”), Mika
7 Yamamori (“Yamamori”), Lucie Lee (“Lucie”), George Shrouder (“Shrouder”),
8 HAJA Family, LLC (“HAJA”), and DOES 1 through 100, whose names are presently
9 unknown.

10 5. In May of 2021, Lee was an officer, Secretary, and board member of
11 both Boltier and ADC Inc. He was also the Chief Executive Officer and board member
12 of Defendant ADC USA.

13 6. In May of 2021, Boltier, ADC Inc. and ADC USA had separate, distinct
14 individual and institutional shareholders, but all were controlled directly or indirectly
15 by Choe Family and Choe, who owned 100% of Choe Family. Boltier held certain
16 intellectual property rights related to Choe’s unique alternating direct current
17 technology. The intellectual property included four recently issued patents for Choe
18 innovations on electrical current hybridization as well as trademarks, copyrights, and
19 trade secrets related to the novel technology.

20 7. ADC USA was an operating company that through a sublicense
21 agreement with ADC Inc. had permission to commercially use and monetize the
22 technology and proprietary information within the United States in exchange for
23 substantial license fees to both Boltier and ADC Inc.

24 8. Boltier, ADC Inc., and ADC USA were different parts of the same
25 metaphorical body. Boltier held the intellectual property rights in the right hand, while
26 ADC USA (through a sublicense from ADC Inc.) on the left hand had rights through
27 the license agreement to use and access those rights within the United States.
28 Plaintiffs Choe and the Choe Family were at the head of the organization of the related

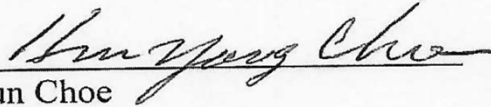
1 companies and positioned to benefit from all of their successes.

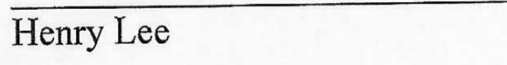
2 9. Plaintiff Choe was born in Korea and lived there until he was 26 before
3 immigrating to the United States. As a result, despite his undeniable intellect, Choe is
4 not proficient in English and his ability to communicate and understand the English
5 language (both written and spoken) is limited.

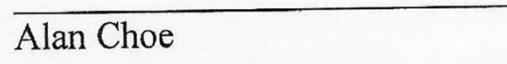
6 10. On May 29, 2021, Lee deceived Choe to give up certain of his control
7 rights and his shares to Choe Family and ADC Inc. through a series of agreements
8 that purportedly gave 25% ownership of Choe Family to Defendant HAJA, a company
9 owned and controlled by Defendant Lee. The May 29, 2021, agreements also
10 purportedly gave control to Lee of Plaintiff Choe Family as its member-manager with
11 full veto rights through then (and still)-defunct HAJA. HAJA, unbeknownst to Choe,
12 had no authority to enter into this transaction. The May 29, 2021, transaction is also
13 void for, among other reasons, Lee's self-dealing and Lee's breaches of his fiduciary
14 duties and business and professions code obligations to Plaintiffs Choe, Choe Family,
15 Boltier, and ADC Inc. due to his business and professional relationships with Choe,
16 Boltier, and ADC Inc. at the time of the purported May 29, 2021, transaction.

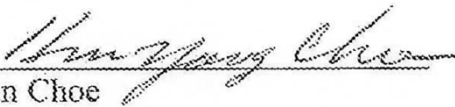
17 11. While the full extent of the acts Lee and his co-conspirators have taken
18 to implement the LEE Scheme have yet to be uncovered, on or about January 30,
19 2023, Lee fabricated a written "unanimous consent" for Boltier's board of directors
20 with an interposed, forged signature for Choe that was cut-and-pasted from another
21 document, as this side-by-side comparison of Choe's signatures shows.

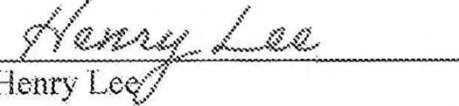
1
2
3
4
5
6
7
8
9


Hun Choe


Henry Lee


Alan Choe


Hun Choe


Henry Lee

10 **SIGNATURE ON ORIGINAL**
11 **DOCUMENT**

10 **CUT-AND-PASTED**
11 **“SIGNATURE” ON FAKE**
12 **DOCUMENT**

13 12. The fake document contained no consent or signature line for Boltier’s
14 other board member, Choe’s son, Alan Choe (“Alan”). Alan, like Choe, was
15 completely in the dark regarding Lee’s actions.

16 13. The forged consent document reflected that Boltier, Choe personally,
17 and all ADC entities, including ADC Inc. expressly assigned all of their intellectual
18 property and other rights and assets *to Lee* personally. The forged document then
19 authorized Lee to assign those rights to a separate company he controlled.

20 14. The intended consequence of Lee’s actions for the criminal enterprise
21 was to: (a) steal all valuable patents, trademarks and proprietary, trade secrets-
22 protected technology belonging to Boltier, Choe, and/or ADC Inc.; and (b) deprive
23 Boltier and ADC Inc. of licensing fees they were entitled to under a licensing
24 agreement they had with ADC USA.

25 15. This fraudulent transaction sought to sever the metaphorical Boltier-
26 ADC Inc.-ADC USA body. Following the January 2023 fraudulent transaction, Lee
27 transferred the fraudulently obtained intellectual property rights to ADC USA, a
28 company that he has apparently taken control of even though ADC Inc. had owned

1 over 57% of company in December of 2022—and thus controlled the ADC USA—
2 and ADC Inc. has never been invited to a number of shareholder meetings held by the
3 company since the fraudulent transaction. Defendants Lee and ADC USA have also
4 transferred at least the right to use certain of the Boltier IP rights to a new entity that
5 Lee created - ADC Air, Inc. (“ADC Air”).

6 16. Not only did Lee fake Choe’s signature, eliminate Alan’s signature line
7 and fail to obtain a unanimous consent of the ADC Inc. board, but also Lee could not
8 accomplish such asset transfer by waving the wand of a “unanimous board consent”
9 of Boltier alone or ADC Inc. alone. Not surprisingly given this transfer was fraudulent
10 and Lee and his co-conspirators need to keep Choe and Alan completely unaware of
11 it, no compensation was paid to Boltier or ADC Inc. for this “transfer” of the
12 ownership of the vast and valuable intellectual property. A *gratis* disposition of
13 substantially all corporate assets of two separate legal corporations—with no
14 consideration in exchange—having several distinct shareholders would at least
15 require several shareholder meetings, approvals, and voting. Lee, as Secretary for
16 each of Boltier and ADC Inc., never even attempted to conduct or engage in the
17 necessary shareholder and board suffrage.

18 17. Instead, after fraudulently purporting to secure the assignments, Lee filed
19 the assignments using the online portal for the United States Patent and Trademark
20 Office (“USPTO”) to transfer *two* federal trademark registrations and *four* issued
21 patents to himself.

22 18. Notably, on February 23, 2023, Lee fraudulently transferred to himself
23 U.S. Trademark Registration No. 6,219,301 for ADC ENERGY and U.S. Trademark
24 Registration No. 5,850,106 for POWER EVERYONE. And, on March 11, 2023, Lee,
25 as part and parcel, and in furtherance and for the benefit of the criminal enterprise,
26 then filed the fraudulent assignment on the USPTO online portal for Boltier’s four
27 patents: (i) U.S. Patent No. 9,231,437; (ii) U.S. Patent No. 9,462,643; (iii) U.S. Patent
28 No. 9,635,720; and (iv) U.S. Patent No. 9,893,560.

1 19. Then, on March 21, 2023, Lee filed another set of assignments,
2 transferring the *two* federal trademark registrations and the *four* issued patents from
3 himself to ADC USA.

4 20. On or about June 27, 2023, Lee formed a new venture with co-
5 conspirator ADC Air and its members to commercially exploit at least portions of the
6 Boltier IP that Lee had fraudulently “transferred” from Boltier to himself and then to
7 ADC USA.

8 21. On information and belief, ADC Air, ADC USA, Lee, Jina, Shrouder,
9 Pham, Yamamori, and the other co-conspirators continue to raise money from third
10 parties and enter into new business ventures based on the forged assignments and
11 fraudulent electronic filings with the USPTO, and to provide false and inaccurate
12 information to the ADC USA shareholders regarding the status of ownership of the
13 Boltier IP.

14 22. On information and belief, for their part, Shrouder, Lucie, Pham and
15 Yamamori—as executives and/or employees at ADC USA throughout the relevant
16 time—actively participated in the fraudulent scheme, transfers and recordation of the
17 fraudulent “transfers” with the USPTO and Secretary of State (as further set forth
18 below). They have aided and abetted ADC USA and ADC Air to exploit millions of
19 dollars in revenue from lucrative business deals with third parties based on the Boltier
20 IP stolen from Boltier and have actively engaged in the acts below that constitute elder
21 abuse as to Choe.

22 23. Now that Choe has finally uncovered their scheme, he seeks to unravel
23 the fraud effected on him, Choe Family, Boltier, ADC Inc., and fellow ADC Inc. and
24 Boltier shareholders.

25 24. Accordingly, Boltier, ADC Inc., and Choe, for the benefit of Choe
26 Family, and the shareholders he ultimately represents, bring this action for trademark
27 infringement, trade secrets misappropriation under the Defend Trade Secrets Act,
28 violation of the federal Racketeer Influenced and Corrupt Organizations Act,

1 declaratory judgment, and other state law claims to restore the stolen rights to Boltier,
2 ADC Inc., Choe Family, and himself, and to recover an award of compensatory, other
3 damages, and attorneys' fees allowable by law.

4 5 **JURISDICTION AND VENUE**

6 25. This action arises under: (i) the United States Lanham Act, 15 U.S.C.
7 §1051 *et seq.*, including 15 U.S.C. §§ 1114, 1115 and 1125; (ii) the United States
8 Defend Trade Secrets Act ("DTSA"), 18 U.S.C. §1836 *et seq.*; (iii) the United States
9 Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1961 *et*
10 *seq.*, including 18 U.S.C. § 1964(c); and (iv) several state law claims, including breach
11 of fiduciary duty, conversion, elder abuse, unfair business practices, fraudulent and
12 negligent misrepresentation, among others, under California law.

13 26. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1121,
14 as well as 28 U.S.C. §§ 1331 and 1338(a) because of the federal claims asserted under
15 15 U.S.C. § 1114, 1115 and 1125, 18 U.S.C. § 1836, and 18 U.S.C. § 1962. Further,
16 the Court also has supplemental jurisdiction pursuant to 28 U.S.C. § 1367, since they
17 are so related to the federal claims that they form part of the same case or controversy
18 and derive from a common nucleus of operative facts.

19 27. This Court has personal jurisdiction over Defendants Lee, Pham
20 Yamamori, Jina, and Shrouder because they reside in this District. The Court also has
21 personal jurisdiction over Defendant ADC USA because its principal place of
22 business is within this District, conducts business in California and this District by
23 marketing, selling, distributing, and/or causing to be distributed infringing products,
24 and committing acts of misappropriation and civil wrongs as alleged in this
25 Complaint. Similarly, this Court also has personal jurisdiction over Defendant ADC
26 Air because, on information and belief, it conducts business in California and this
27 District by: (i) marketing, selling, distributing, and/or causing to be distributed
28 infringing products, and committing acts of misappropriation and civil wrongs as

1 alleged in this Complaint; (ii) entering into agreements and conspiring with ADC
2 USA to exploit the fraudulently transferred intellectual property.

3 28. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c)
4 because the defendants reside in this judicial district and/or a substantial part of the
5 acts of infringement and civil wrongs giving rise to the claims asserted herein
6 occurred in this District.

7 **PARTIES**

8 29. Plaintiff Choe is currently a sixty-nine-year-old individual born and
9 raised in Korea and now residing in Cerritos, California. He is an inventor of certain
10 ground-breaking technology, which he assigned to Boltier and licensed to ADC Inc.
11 At all relevant times, Choe directly or indirectly, controlled Boltier and ADC Inc.
12 through Choe Family. Choe was originally a 100% owner of Choe Family until May
13 29, 2021, when Defendants HAJA and Lee purportedly took ownership of 25% of
14 Choe Family through a device, scheme, or artifice designed to defraud Choe of his
15 control of Boltier and the other ADC entities. Choe's wife had passed away just three
16 months prior to Lee and HAJA purportedly taking a 25% control ownership interest
17 in and control of Choe Family, which made Choe especially vulnerable to the pressure
18 campaign and tactics of Lee, a trained lawyer, Choe's trusted advisor, and Choe's
19 lawyer.

20 30. At all relevant times, Choe was the Chief Executive Officer of each of
21 ADC Inc. and Boltier and served on their board of directors. Choe was also a
22 managing member of Choe Family and Choe also was an officer of ADC USA and
23 served as chairman of the board of directors until April 19, 2023, when Lee
24 unilaterally and illegally removed him from both positions without a shareholder vote.

25 31. Plaintiff Boltier is a corporation organized under the laws of California,
26 with a principal place of business at 13252 Bigelow St., Cerritos, California 90703.
27 Boltier holds 74.5% of the outstanding shares of ADC Inc. Boltier also owns certain
28 intellectual property rights for Choe's inventions.

1 32. Plaintiff ADC Inc. is a corporation organized under the laws of
2 California, also with a principal place of business at 13252 Bigelow St., Cerritos,
3 California 90703. As of December 22, 2022, ADC Inc. owned 57.0875% of the shares
4 in ADC USA. ADC Inc. also licenses certain intellectual property rights for Choe's
5 inventions.

6 33. Plaintiff Choe Family is a limited liability company organized under the
7 laws of California and authorized to do business and doing business in Los Angeles,
8 California. At all relevant times, Choe Family, LLC held and currently holds 12% of
9 the outstanding shares of ADC Inc. and 54.2% of the outstanding shares in Boltier.

10 34. Defendant and co-conspirator HAJA is a limited liability company
11 organized under the laws of California. HAJA is not authorized to do business because
12 it has been suspended and inactive with the California Secretary of State since
13 February 6, 2019. Notwithstanding, HAJA purports to be doing business at 3530
14 Wilshire Blvd., Suite 1710, Los Angeles, California 90010. HAJA purports to hold
15 25% of the outstanding shares in Boltier and 12.5% of the shares in ADC Inc. HAJA
16 is also a purported shareholder in ADC USA.

17 35. Defendant and co-conspirator ADC USA is a corporation organized
18 under the laws of California, with a principal place of business at 3731 Wilshire Blvd.,
19 Los Angeles, California 90010. It is believed that Lee has used ADC USA to obtain
20 sizeable investments (believed to be millions of dollars) from individuals and entities
21 who purchased shares of ADC USA. It is further believed that ADC USA has not
22 provided any payments to these shareholders.

23 36. Defendant and co-conspirator ADC Air is a limited liability company
24 organized under the laws of Nevada, and, on information and belief, has a principal
25 place of business at 6605 Grand Montecito Pkwy, Suite 100, Las Vegas, NV 89149.
26 The Secretary of State website for the State of Nevada identifies Henry Lee and Greg
27 Roberts as managers.

28 37. Defendant Lee is an individual residing at 525 N. Alpine Dr., Beverly

1 Hills, CA 90210. He is the Chief Executive Officer of Defendant ADC USA and a
2 member of its board of directors. At all relevant times, and until March 2, 2023, Lee
3 served as the Secretary of both ADC Inc. and Boltier. Lee is the manager and majority
4 member of Defendant and co-conspirator HAJA. Lee is also the manager of ADC
5 Air. Lee is an attorney licensed to practice law in the State of California. His law
6 office is located under Henry M. Lee Law Corporation with an office at 3731 Wilshire
7 Blvd., Los Angeles, California 90010.

8 38. Defendant and co-conspirator Pham is an individual residing at 13888
9 La Jolla Plaza, Garden Grove, California 92844. From about 2015 to the present,
10 Pham has worked at ADC USA. Pham is a Chief Operating Officer, a member of the
11 board of directors, and a shareholder, of ADC USA.

12 39. Defendant and co-conspirator Yamamori is an individual residing at
13 13888 La Jolla Plaza, Garden Grove, California 92844. From about 2019 to the
14 present, Yamamori worked at ADC USA. Yamamori is a shareholder of ADC USA.

15 40. Defendant and co-conspirator Jina is an individual residing at 525 N.
16 Alpine Dr., Beverly Hills, CA 90210. Jina's business address—at 3731 Wilshire
17 Blvd., Los Angeles, California 90010—is the same as Defendant Lee's law office. At
18 all relevant times, Jina is and has been the wife of Defendant Lee. As of June 10, 2024
19 and to the present, Jina purports to be a member of the board of the directors of Boltier
20 based on a false Statement of Information filed by Defendant Shrouder.

21 41. Defendant and co-conspirator Shrouder is an individual whose business
22 address at 3731 Wilshire Blvd., Los Angeles, California 90010 is the same as
23 Defendant Lee's law office. As of June 10, 2024 to the present, Shrouder purports to
24 be the Chief Executive Officer, Chief Financial Officer, and Secretary, and member
25 of the board of directors of Boltier based on a false Statement of Information filed by
26 Defendant Shrouder with the Secretary of State of California. As of June 11, 2024
27 and to the present, Shrouder also purports to "speak for the Board of Directors" of
28 ADC Inc. At all relevant times, Shrouder is also the Chief Information Officer of ADC

1 USA.

2 42. Defendant and co-conspirator Lucie is an individual whose business
3 address at 3731 Wilshire Blvd, Los Angeles, California 90010 is the same as
4 Defendant Lee's law office. Lucie is Lee's personal executive assistant at his law
5 office and at ADC USA.

6 43. The true names and capacities of all remaining Defendants, whether
7 individual, corporate, associate or otherwise, are named herein as DOES 1 through
8 100, inclusive, are unknown to Plaintiffs who thereby sue these Defendants by those
9 fictitious names. Plaintiffs are informed and believes, and on that basis allege, that
10 each of the Defendants sued herein as a DOE is legally responsible in some manner
11 for the events and happenings referred to herein. The names, capacities and
12 relationships of DOES 1 through 100, inclusive, will be alleged by amendment to this
13 Complaint when those names are known. Whenever it is alleged herein that any act
14 or omission was also done or committed by a specifically named Defendant generally,
15 Plaintiffs intend to allege and does allege that the same act or omission was also
16 committed by each and every Defendant named herein, including the DOE
17 Defendants, both separately and in concert or conspiring with the other Defendants,
18 unless stated otherwise. Plaintiffs pray for leave of this Court to amend this Complaint
19 when those names and capacities are ascertained.

20 44. Plaintiffs are informed and believe, and based thereon allege, that at all
21 times relevant to the facts alleged herein, each Defendant was the agent, servant or
22 employee of each of the other Defendants, and as such, was acting within the course
23 and scope of such agency or employment and with the express permission of, consent
24 to and/or ratification by Defendants, and each of them.

25 45. Plaintiffs are informed and believe, and based thereon allege, that each
26 of the Defendants, including DOES 1 through 100, inclusive, were, at all times herein
27 mentioned, acting in concert with, and in conspiracy with, each and every one of the
28 remaining Defendants.

1 46. Plaintiff Choe brings this action in his own capacity and in a derivative
2 capacity, in the right and for the benefit of Choe Family and its members, Boltier and
3 its members, and ADC Inc. and its members. Choe has standing to bring the derivative
4 claims he asserts. Any requirement of a pre-suit demand upon Choe Family has either
5 been satisfied or is excused, for reasons set forth in more detail below. Among other
6 matters, Defendant Lee purports to act as co-manager of Choe Family, through
7 another entity he owns and controls in full, HAJA. HAJA is unauthorized to take any
8 action on behalf of Choe Family. Also, as co-manager of Choe Family, Lee purports
9 to have veto to control the majority of the shares in ADC Inc. and Boltier, as well as
10 interfere and block any acts by Choe to challenge Lee's actions. In light of the facts
11 alleged herein against Lee, he cannot reasonably be expected to take appropriate
12 corrective action for each of ADC Inc., Boltier, or Choe Family. Indeed, Lee has taken
13 actions to attempt to prevent legal action against him and his co-conspirators. Any
14 demand on him, directly or through HAJA, to do so would manifestly be futile.

15 **GENERAL ALLEGATIONS**

16 **A. Choe, a Serial Inventor, Innovates "Alternating Direct Current"** 17 **Electricity Conversion Technology.**

18 47. Plaintiff Choe is a native South Korean, with Korean as his first
19 language. His proficiency in speaking and reading English is limited, and typically
20 relies on others to translate from English to Korean for him.

21 48. Choe is currently 69 years old. When the LEE Scheme began in May of
22 2021, Choe was sixty-six years old. Choe has had serious health challenges
23 throughout his life. When he was only one year old, he contracted polio, and as a
24 result, was paralyzed from the waist down. He is a kidney cancer survivor. During the
25 removal of his left kidney, serious complications resulted in his clinical death. After being
26 resuscitated, he was in a coma for 3 days. His right kidney remains functioning. On May
27 25, 2011, he suffered his first of two severe heart attacks, both requiring stint surgery. His
28 second heart attack occurred 5 years later.

1 49. He routinely visits his doctor once every three months for complete blood
2 work and checkups. Although he can do many things on his own, Choe has 24-hour
3 assistance due to health and personal safety concerns.

4 50. Despite his health challenges, Choe immersed himself in the world of
5 electronics and developed significant expertise. He spent decades working in the
6 electronics industry and served as Chairman of KTV Global Corporation in Seoul,
7 Korea. In this role, he oversaw the company's factories in Korea, Dubai, Jordan,
8 Philippines, Germany and the United States.

9 51. In 2012 and 2013, Choe was developing a new set of inventions. He
10 created a new means for combining and seamlessly converting the two different forms
11 of electricity—alternating current and direct current—over existing infrastructure.
12 This innovative technology would enable more ready conversion between the forms
13 of electricity and would ultimately allow for electricity to be stored and transported
14 over further distances more efficiently, among other applications.

15 52. Choe and his son Alan formed Boltier, ADC Inc., and ADC USA.

16 53. Boltier was a research and development company, holding the
17 intellectual property rights related to inventions that Choe developed and/or was
18 developing. ADC Inc. is an exclusive licensee of Boltier's intellectual property rights
19 related to Choe's inventions. ADC USA was designed to be the operating company
20 that raised capital through the sale of shares of ADC USA and commercialized Choe's
21 inventions and intellectual property that Boltier and ADC Inc. held.

22 54. On March 18, 2013, Choe, as inventor, filed two patent applications for
23 Boltier for (i) "AC-DC Power Supply Device and Switching Mode Power Supply"
24 (issued as U.S. Patent No. 9,231,437 (the "437 Patent")) and (ii) "Alternating Current
25 (AC)-Direct Current (DC) Power Booster and AC-DC Power Control Module for AC
26 and DC Illuminations" (issued as U.S. Patent No. 9,462,643 (the "643 Patent")).

27 55. Similarly, on August 11, 2015, Choe, as inventor, filed a divisional
28 patent application for Boltier for "Alternating Current (AC)-Direct Current (DC)

1 Power Booster and AC-DC Power Control Module for AC and DC Illuminations”
2 (issued as U.S. Patent No. 9,635,720 (the “720 Patent”)).

3 56. And subsequently, on September 10, 2015, Choe, as inventor, filed a
4 divisional patent application for “AC-DC Power Supply Device and Switching Mode
5 Power Supply Device” (issued as U.S. Patent No. 9,893,560 (the “560 Patent”)).

6 57. Choe assigned all four patents to Boltier.

7 58. Choe’s innovation was recently validated by NASA. Mr. Choe is
8 recognized by several experts from NASA, the Department of Energy, Department of
9 Defense, and the National Renewable Energy Laboratory as a premier visionary and
10 champion for the true paradigm global transition from fossil fuels to clean sustainable
11 energy. One such individual stated that Choe’s technology is one of the greatest
12 advancements in the last 50 years.

13
14
15 **B. Choe Receives Patents for His Inventions and Develops Proprietary**
16 **Products for Boltier and ADC Inc., Which ADC USA Licenses.**

17 59. Choe’s applications were successful. The USPTO issued patents for
18 each of Choe’s inventions on January 5, 2016 (the ‘437 Patent), October 4, 2016 (the
19 ‘643 Patent), April 25, 2017 (the ‘720 Patent), and February 13, 2018 (the ‘560
20 Patent).

21 60. With the patents in hand, Choe, Boltier, and ADC Inc. continued to
22 develop proprietary applications that built on the new “alternating direct current”
23 technology. Choe also developed certain trade secrets related to day-night
24 photovoltaic systems that profoundly influences the spaces of energy, health,
25 agriculture, aquaculture, and livestock. Choe and Boltier refers to such proprietary
26 systems as “Life Beam” technology.

27 61. On February 11, 2019, Boltier filed a trademark application for its ADC
28 ENERGY brand for “Apparatus and instruments for conducting transmission of low

1 voltage, below 50 volts, direct current electricity, namely, direct current oscillators,
 2 direct current regulators, direct current inverters, direct current circuits, and not for
 3 use with communication equipment” (the “ADC Energy Mark”). (See Exhibit A
 4 [Certificate of Registration of “ADC Energy” Trademark].)

5 62. That same day, Boltier also filed a trademark application for its POWER
 6 EVERYONE mark for “Home, industrial, commercial, and utility energy assessment
 7 services for the purpose of determining energy efficiency or usage management” (the
 8 “Power Everyone Mark”). (See Exhibit B [Certificate of Registration of “Power
 9 Energy” Trademark].)

10 63. On September 3, 2019, the USPTO registered Boltier’s Power Everyone
 11 Mark.

12 64. On December 15, 2020, the USPTO registered Boltier’s ADC Energy
 13 Mark.

14 65. Boltier retained full ownership to the patents, trademarks, and related
 15 trade secrets. On information and belief, ADC Inc. retained exclusive license rights
 16 to Boltier’s four patents.

17 66. To market and continue to monetize the intellectual property, on
 18 information and belief, ADC Inc. and ADC USA entered into a license agreement (the
 19 “License Agreement”).

20 67. On information and belief, the License Agreement purported to grant
 21 ADC USA a license to use and commercially exploit Boltier’s four patents.

22 68. On information and belief, ADC USA was required to pay ADC Inc.
 23 25% of its gross income on a quarterly basis.

24
 25 **C. The Lee Enterprise Effects Scheme to Steal Choe’s “Alternating**
 26 **Direct Current” Technology**

27 69. Around the time the USPTO issued all the patents and trademarks, Lee
 28 had become the Secretary, board member, and shareholder of each of Boltier, ADC

1 Inc., and ADC USA. By 2020, Pham and Yamamori were working closely with Lee
2 at ADC USA.

3 70. By 2021, Choe's advancing age and deteriorating health had started to
4 interfere with his usual day-to-day hands-on management of every minute detail of
5 Boltier's and ADC Inc.'s operations. As a result, Choe relied substantially on Lee
6 whom at the time Choe trusted to carry out the companies' administrative tasks in an
7 honest and effective manner. Indeed, in addition to his other hats, Lee served as a
8 lawyer for at least Choe, Choe Family, Boltier, and ADC Inc.

9 71. At all times, Choe remained in charge of all strategic decisions for the
10 companies as Chief Executive Officer and board member for Boltier and ADC Inc.
11 He also served as an officer and chairman of the board for ADC USA.

12 72. Compounding matters for Choe is that his wife of 40 years passed away
13 in February 2021.

14 73. On information and belief, starting in May 2021 and continuing to the
15 present, co-conspirators Lee, HAJA, Pham, Yamamori, Jina and Shrouder determined
16 to exploit Choe's vulnerability surreptitiously to wrest full ownership and control of
17 Boltier's and ADC Inc.'s intellectual property rights from Boltier, ADC Inc. and Choe
18 and transfer that to ADC USA where Lee was in charge and Choe had no real say or
19 visibility into operations, as well as attempt to take control over Boltier and ADC Inc.
20 to frustrate any efforts to hold them accountable for their fraudulent conduct.

21 74. On information and belief, Lee, HAJA, Pham, Yamamori, Jina and
22 Shrouder accomplished their ruse through a series of carefully calculated, albeit
23 illegal steps.

24
25 Step One: Lee attempts to gain control of Choe Family's interest in ADC Inc.

26 75. On May 29, 2021, Lee convinced Choe to reorganize Choe Family LLC
27 by giving Lee's company, HAJA, 25% ownership and making Lee a managing
28 member with equal power to Choe, who continued to hold 75% of the company. Lee

1 prepared drafts of both an operating agreement between HAJA and Choe (the “Choe
2 Family Operating Agreement,” attached hereto as Exhibit C) and an “Agreement
3 Confirming Hun Yong Choe Transfer of ADC Energy, Inc. Shares to Choe Family,
4 LLC and Distribution of Choe Family LLC Membership Units” (the “ADC Inc.-Choe
5 Family Shares Transfer Agreement,” attached hereto as Exhibit D).

6 76. According to Lee as communicated to Choe at the time, and as reflected
7 in his draft of each agreement, the purpose of entering into these agreements was to
8 “ensure clarity of mission and goals in decision making, business operations,
9 consistency and perpetuity and to provide both Hun Yong Choe and Henry Lee
10 incentive and compensation for past services rendered which are substantial.”
11 (Exhibit D [ADC Inc.-Choe Family Shares Transfer Agreement].)

12 77. On May 29, 2021, while Choe was still grieving the death of his wife,
13 Lee deceived Choe into signing both the Choe Family Operating Agreement and the
14 ADC. Inc.-Choe Family Shares Transfer Agreement.

15 78. The Choe Family Operating Agreement purported to appoint both Choe
16 and HAJA/Lee as co-managers of the entity and required unanimous consent to
17 engage in all aspects of Choe Family’s business operations, including to initiate
18 lawsuits. (*See id.* at pp. 4-5 & 14.) The ADC Inc.-Choe Family Shares Transfer
19 Agreement purported to transfer all of Choe’s shares in ADC Inc.—25% of all
20 outstanding shares—to Choe Family, thereby diluting Choe’s ownership interest in
21 and control of ADC Inc.

22 79. The effect of these two agreements is that Lee would purportedly become
23 in charge of Choe Family’s interest in ADC Inc. and Boltier, and by extension, the
24 Boltier IP.

25 80. With co-management authority in Choe Family (and the attendant
26 control of its shares in ADC Inc.) and with unanimous consent necessary for its major
27 decisions, Lee, through HAJA, would obtain unprecedented access and control over
28 all four critical entities (ADC Inc., Boltier, ADC USA, and Choe Family).

1 81. With respect to Choe Family, Lee/HAJA's unanimous consent right
2 would endow him with powerful veto to purportedly interfere with ***and block*** any acts
3 by Choe to challenge Lee's actions.

4 82. Additionally, with purported control of Choe Family's shares in each of
5 the entities, Lee/HAJA would purportedly possess a ***controlling majority of the***
6 ***shares in all three entities***:

- 7 • Boltier (54.2% (Choe Family's stake, through HAJA's control of Choe Family)
8 + 25% (HAJA));
- 9 • ADC, Inc. (12% (Choe Family's stake, through HAJA's control of Choe
10 Family) + 12.5% (HAJA) + 74.5% (Boltier's stake, through HAJA's control of
11 Choe Family)); and
- 12 • ADC USA (57.0875% (ADC Inc.'s stake, through HAJA's control of Choe
13 Family)).

14 83. However, Lee's scheme ultimately failed as neither agreement was
15 actually effective. As of May 29, 2021, HAJA was not authorized to do business
16 because it had been suspended and inactive with the California Secretary of State
17 since February 6, 2019. Thus, pursuant to California Revenue and Taxation Code
18 section 23304.1(a) both the Choe Family Operating Agreement and the ADC Inc.-
19 Choe Family Shares Transfer Agreement were ineffective. (*See Cal. Rev. & Tax*
20 *Code § 23304.1(a) ("[e]very contract made in this state by a taxpayer during the time*
21 *that the taxpayer's powers, rights, and privileges are suspended or forfeited pursuant*
22 *to Section 23301, 23301.5, or 23775 shall, subject to Section 23304.5, be voidable at*
23 *the request of any party to the contract other than the taxpayer.")*.)

24
25 *Step Two: Lee fraudulently transfers Boltier's intellectual property to himself*
26 *through a forged assignment.*

27 84. On information and belief, in January 2023, ADC Inc. was a party to the
28 License Agreement with Boltier, which granted ADC Inc. exclusive rights to Boltier's

1 four patents. Similarly, ADC USA was a party to the License Agreement with ADC
2 Inc., which sublicensed those four patents in exchange for 25% of ADC USA's gross
3 income generated from its commercial exploitation of the licensed patents.

4 85. Also in January 2023, Boltier's board of directors comprised of only
5 three members—Choe, his son Alan Choe, and Lee (as Secretary). Simultaneously,
6 Lee was the Chief Executive Officer of ADC USA and sat on its board of directors.

7 86. Notwithstanding the existence of the License Agreement, Lee sought to
8 seize Choe's and Boltier's intellectual property for ADC USA outright through his
9 board position at Boltier and executed a plot to do so.

10 87. On or about January 30, 2023, in his capacity as Secretary of Boltier's
11 three-man board, Lee drafted what purported to be an "Action by Unanimous Written
12 Consent of the Board of Directors of Boltier R&D, Inc. Effective January 30, 2023."

13 88. The draft document made several representations, including the
14 following.

- 15 • A majority of the board had met on each of January 24, 25, and 26, 2023 to
16 discuss a restructuring of Boltier.
- 17 • "All ADC entities agree, authorize and instruct the creation of a separate entity
18 to be created, formed and controlled at all times by Henry Lee."
- 19 • "Choe and all ADC entities agree to transfer, assign and grant joint rights, title,
20 interest and control of all intellectual property, patents, trademarks, copyrights,
21 trade secrets relating to or arising from the 'alternating direct current'
22 technology embodied in all patents in the name of Hun Yong Choe, Boltier
23 R&D and Boltier R&D, Inc. ("ADC IP"), to Henry Lee and/or his assignee new
24 entity to be formed within the scope of the agreement."
- 25 • "All ADC entities likewise shall retain all joint rights, title, interest and control
26 in the ADC IP, to be shared joint and several with Henry Lee and/or his new
27 assignee entity.
- 28 • "ADC entities and Henry Lee and/or his assignee entity shall not sell, transfer,

1 assign, grant, share, pledge or otherwise change their rights, title, interests in
 2 the ADC IP, except Henry Lee is authorized to transfer to the new assignee
 3 entity, which shall at all times be within his control.”

- 4 • “Henry Lee agrees to a licensing structure for use of the ADC IP to be
 5 determined in separate agreement.”
- 6 • “After notarized execution of all documents to consummate the restructuring
 7 and transfer of ADC IP, Henry Lee shall resign from all officer and board
 8 positions in all ADC entities.”
- 9 • “A further document setting for the terms of the agreement outlined above shall
 10 be prepared and executed by the duly appointed officers and directors to
 11 formalize this transaction.”

12 (See Exhibit E at 12-13 [Expert’s report of Handwriting Expert Reed Hayes].)

13 89. Each of the above representations in the draft document was problematic
 14 for a host of reasons. Among them are:

- 15 • there were no board meetings on January 24, 25, 26, or 30 to discuss the issues
 16 contained in the draft document;
- 17 • given that the document contemplated a disposition of both Boltier’s and ADC
 18 Inc.’s full intellectual property rights—substantially all of their respective
 19 assets—Choe would have had to consult fully with his other board member
 20 Alan and with the shareholders of each entity to obtain their input prior to
 21 agreeing to such a transaction;
- 22 • there was no reference to, or discussion about the effect of the ADC Inc. -
 23 Boltier Licensing Agreement;
- 24 • there was no indication that ADC USA’s full board of directors or shareholders
 25 had or would authorize any kind of assignment, in part or in full, of intellectual
 26 property rights over which ADC USA had a license *to Lee*;
- 27 • the draft document purported to bind “all ADC entities” (including ADC USA)
 28 to a transaction without the input of the rest of ADC USA’s board or

1 shareholders;

- 2 • Lee never provided drafts of any document “further setting forth the terms” of
3 the transactions contemplated in the draft, much less presented those
4 documents for signature or notarization as called for in the draft;
5 • Lee never resigned as an officer or board member of ADC USA, nor did he
6 resign as a manager from Choe Family, all of which are an ADC entity; and
7 • the assignment fails for a complete lack of consideration because any potential
8 compensation, which there has been none, for the assignment of rights is
9 completely arbitrary and left in the hands of Lee.

10 90. In addition, the draft document contained signature lines for each of
11 Choe and Alan as the members of Boltier’s board of directors. (*See id.*)

12 91. It also contained a signature line for Lee in his capacity as the third
13 member of Boltier’s board, notwithstanding that the content of the document
14 benefited him solely and caused the entire set of transactions being considered to be
15 an interested party transaction vis-à-vis Lee such that it created an ethical and legal
16 conflict of interest that should have been fully disclosed by attorney Lee (who
17 undoubtedly was aware of the conflict of interest and purposefully failed to disclose
18 it and seek waivers from the shareholders).

19 92. On February 9, 2023, Lee emailed Choe revised resolutions, removing
20 Alan’s signature line.

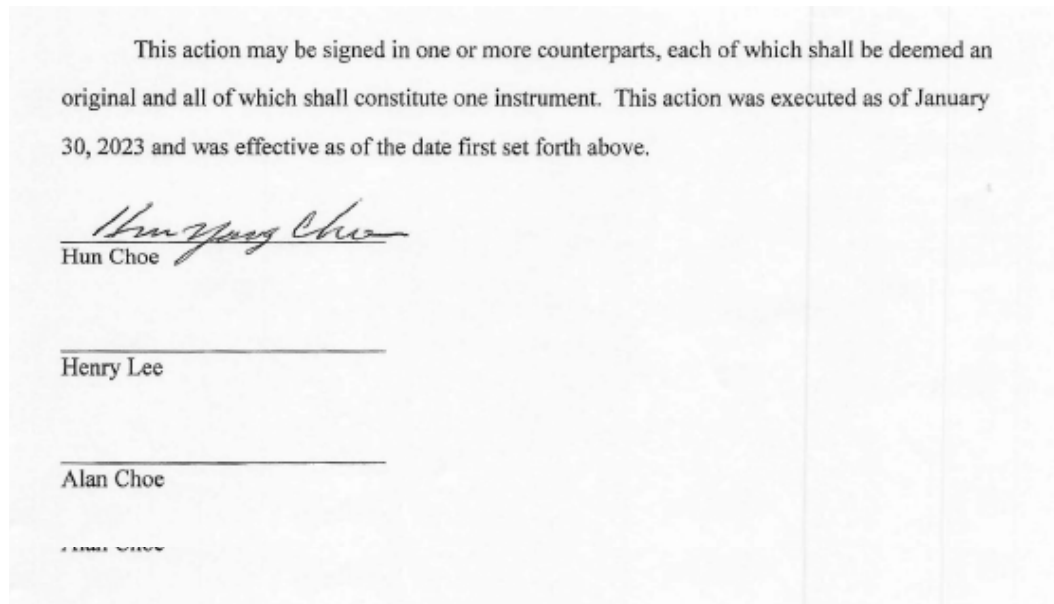
21 93. On February 10, 2023, Lee’s executive assistant, Lucie Lee
22 (“Lucie”) emailed Choe purported translations of Lee’s revised resolutions.

23 94. On or about February 10, 2023, Pham and Yamamori visited Choe,
24 pressuring him to sign the resolutions. At the time, Choe did not appreciate the
25 fraudulent scheme being perpetrated by Lee and his co-conspirators.

26 95. On February 13, 2023, Pham sent Choe updated resolutions for Boltier
27 containing three signature lines, one each for Choe, Lee, and Alan. The updated
28 resolutions included purported translations from English to Korean.

1 96. Unrelenting, on the same day, Pham sent Choe a final draft without the
2 Korean translation for all three resolutions. These “final” resolutions had a signature
3 line for Alan to sign.

4 97. On the same day, Choe signed the “final” resolutions without fully
5 understanding and appreciating the legal ramifications of what he signed as Lee was
6 legal counsel for Choe, Boltier, and ADC, Inc. and Lee and his co-conspirators were
7 engaged in a pressure campaign to get Choe to sign to which he relented. Choe also
8 signed with the expectation and understanding that Alan, his son and fellow board
9 member, would further review and provide input on these documents. Choe trusted
10 Lee and his co-conspirators to do what is right for Choe Family, Boltier, and ADC
11 Inc. and their respective shareholders. Choe then emailed the executed resolutions to
12 Pham.



23 (*See id.*)

24 98. Lee and his co-conspirators deceived Choe to sign the draft document by
25 misrepresenting its contents and purpose, and the effect of his signature on the draft.
26 Given that Lee is an attorney and was counsel for Choe, Boltier, ADC Inc., and ADC
27 USA, Choe’s reliance on Lee’s misrepresentations was reasonable as Choe was
28 unaware of, and no reason to suspect, Lee’s ulterior and deceptive motive.

1 99. In his vulnerable emotional state and due to his full lack of understanding
2 of the English language and the import of what Lee said, and reasonably believing at
3 the time that Lee was operating in the best interest of all involved, Choe signed the
4 draft document believing Lee statements that it was merely a draft, not a final
5 agreement and subject to Alan's review and input.

6 100. Choe never intended for his signature on the draft document to be final
7 or binding on anything. This was because he understood that his son Alan would also
8 have an opportunity to review and later discuss the document with him. Lee also
9 presented Choe with a number of other documents to sign. But Choe did not sign
10 those documents, and asked to confer with Alan and Choe's own counsel about them.

11 101. Importantly, there was no board meeting nor was there a unanimous vote
12 of disinterested parties. To Choe's understanding, at bare minimum, only non-Lee
13 board members—for Boltier and ADC Inc., namely Choe and Alan—of all three
14 entities would be authorized to consider (and reject) any kind of disposal of
15 intellectual property to Lee, given Lee's obvious conflict of interest. Furthermore, it
16 would be necessary for all the shareholders of all relevant entities to be involved in
17 such a decision and vote.

18 102. After receiving Choe's signature, on the same day at 9:06 pm, Pham sent
19 Choe an email with scanned copies of the three resolutions containing Lee's signature.
20 It was missing Alan's signature. Then, on the same day at 9:23 pm, Pham sent Choe
21 a new agreement titled "Intellectual Property Transfer and Joint Rights, Title and
22 Interest to All ADC Energy Assets" ("I.P. Transfer Agreement"). For the first time,
23 Lee and his co-conspirators disclose what all along they intended to pay in royalty
24 payments, conveniently withholding that information until after they coerced Choe to
25 sign the Board resolutions.

26 103. On February 14, 2023, Lucie sends Choe an email with purported
27 transactions of the agreement that Pham sent the day before.

28 104. On February 20, 2023, Lee emailed Alan the documents signed by Lee

1 and Choe, and instructing him to “sign and return. Or write ‘Resigned’ and return
2 asap.”

3 105. Similarly, on February 23, 2023, Choe emailed Alan the three resolutions
4 hoping to get his input on these three documents.

5 106. Upon reviewing the resolutions, Alan refused to sign. Similarly, Choe
6 refused to sign the I.P. Transfer Agreement.

7 107. But that did not deter Lee and his co-conspirators from pursuing their
8 fraudulent scheme. Instead, they proceeded full steam with their plan.

9 108. Lee never raised the issue again. Then, on or around March 2, 2023, Lee
10 purported to resign from his position as Secretary of each of Boltier and ADC Inc.

11 109. On March 11, 2023, and unbeknownst to Choe and Alan at that time, Lee
12 filed a first set of patent assignments with the USPTO via its online portal for
13 submitting assignment of patents records for each of the ‘437, ‘643, ‘720, and ‘560
14 Patents. (See Exhibit F [USPTO Bibliographic Data on Assignment Records] and
15 Exhibit G [Assignments with Cover Pages on all Four Patent, filed with USPTO on
16 March 11, 2023]).

17 110. Each of the assignments stated that Boltier had assigned each of the
18 patents to Lee himself. (*See id.*)

19 111. Moreover, each assignment purported to be an “Action by Unanimous
20 Written Consent of the Board of Directors of Boltier R&D, Inc. Effective January 30,
21 2023” (the “Forged Assignment”).

22 112. The Forged Assignment was different from the version that Lee had
23 presented to Choe weeks prior.

24 113. In particular, it vastly expanded the scope of intellectual property rights
25 that were contemplated by the draft. This Forged Assignment stated that:

26 Hun Choe and all ADC entities agree to transfer, assign and grant joint
27 rights, title, interest and control . . . of all intellectual property, patents,
28 trademarks, copyrights, trade secrets constituting or relating to


1 “alternating direct current” technology (ADC IP) including but not
 2 limited to: (1) all the property, right, title and interest in and to the Patents
 3 and Trademarks including all common law rights connected therein
 4 together with the registrations therefor for the United States and
 5 throughout the world together with the goodwill of the business in
 6 connection with which the Patents and Trademarks are used and which
 7 is symbolized by the Trademarks; (2) all income, royalties, and damages
 8 hereafter due or payable to Assignor with respect to the Trademark,
 9 including without limitation, damages, and payments for past or future
 10 infringements and misappropriations of the Patents and Trademarks; and
 11 (3) all rights to sue for past, present and future infringements or
 12 misappropriations of the Trademark, *to Henry Lee and/or his assignee.*
 13 (*See id.* at page 1 (emphasis added).)

14 114. It also contained only two signature lines—one for Choe and one for Lee.
 15 There was no signature line for Alan. Moreover, Choe’s signature was reproduced on
 16 the signature page—without Choe’s authorization—along with a signature for Lee.

17 115. Each of the assignments stated that Lee had assigned each of the patents
 18 to ADC USA. (*See id.*)

19 This action may be signed in one or more counterparts, each of which shall be deemed
 20 an original and all of which shall constitute one instrument. This action was executed as of
 21 January 30, 2023 and was effective as of the date first set forth above.

22
 23 
 24 Hun Choe

25 
 26 Henry Lee

27 116. Choe had *never* seen this Forged Assignment. Like the draft, the Forged
 28 Assignment did not include any of the notarized documents that it referred to

1 evidencing the transaction contemplated.

2 117. Then, on March 21, 2023, and unbeknownst to Choe at that time, Lee
3 filed a second set of patent assignments with the USPTO via its online portal for
4 submitting assignment of patents records for each of the ‘437, ‘643, ‘720, and ‘560
5 Patents. (See Exhibit F & Exhibit H [Assignments with Cover Pages on all Four
6 Patent, Filed with USPTO on March 21, 2023].)

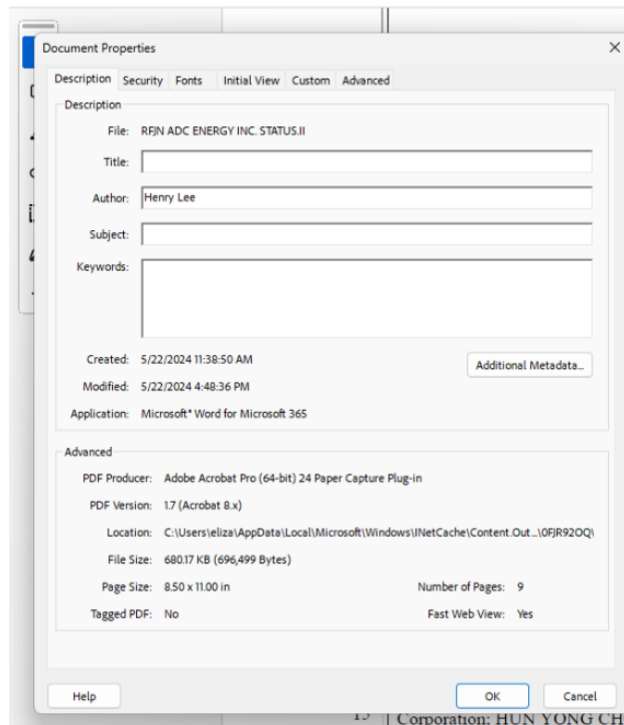
7 118. Each of the assignments stated that Lee had assigned each of the patents
8 to ADC USA. (See *id.*)

9
10 Step Three: Pham and Yamamori, working behind the scenes with Lee, sue Boltier,
11 ADC Inc., Choe, and others for baseless employment violations.

12 119. On March 9, 2023, Pham and Yamamori falsely filed a lawsuit against
13 each of Boltier, ADC, Inc., Choe, and others, seeking to recover almost \$1 million in
14 unpaid wages. See *Johnny Pham et al. v. ADC Energy Inc. et al.*, Los Angeles
15 Superior Court, Case No. 23STCV05253. Neither Pham nor Yamamori was ever an
16 employee of ADC Inc. or Boltier. They were always exclusively ADC USA workers
17 hired by Lee.

18 120. Lee himself is not a party to the action, although he was at all relevant
19 times a secretary and board member of both Boltier and ADC Inc. Notwithstanding
20 that Pham and Yamamori worked for and continue to work for ADC USA, they did
21 not sue ADC USA or Lee.

22 121. Upon information and belief, Lee has orchestrated the employment
23 action against Choe, ADC Inc. and Boltier, including advising Pham and Yamamori
24 as their counsel behind the scenes since they filed the case and in violation of his
25 previous rolls as counsel for Choe and counsel, officer, and director for ADC Inc. and
26 Boltier. For instance, as recently as May 22, 2024, Pham and Yamamori filed a
27 Request for Judicial Notice in the case. The metadata reveals that “Henry Lee” was
28 the “Author” of the document:



COURT OF THE STATE OF CALIFORNIA
OF LOS ANGELES, CENTRAL DISTRICT

CASE NO.: 23STCV05253
[Assigned to the Hon. Malcom Mackey
Dept. 55]

PLAINTIFFS JOHNNY PHAM AND
MIKA YAMAMORI'S REQUEST FOR
JUDICIAL NOTICE OF SUSPENSION
OF CORPORATE STATUS OF ADC
ENERGY, INC.

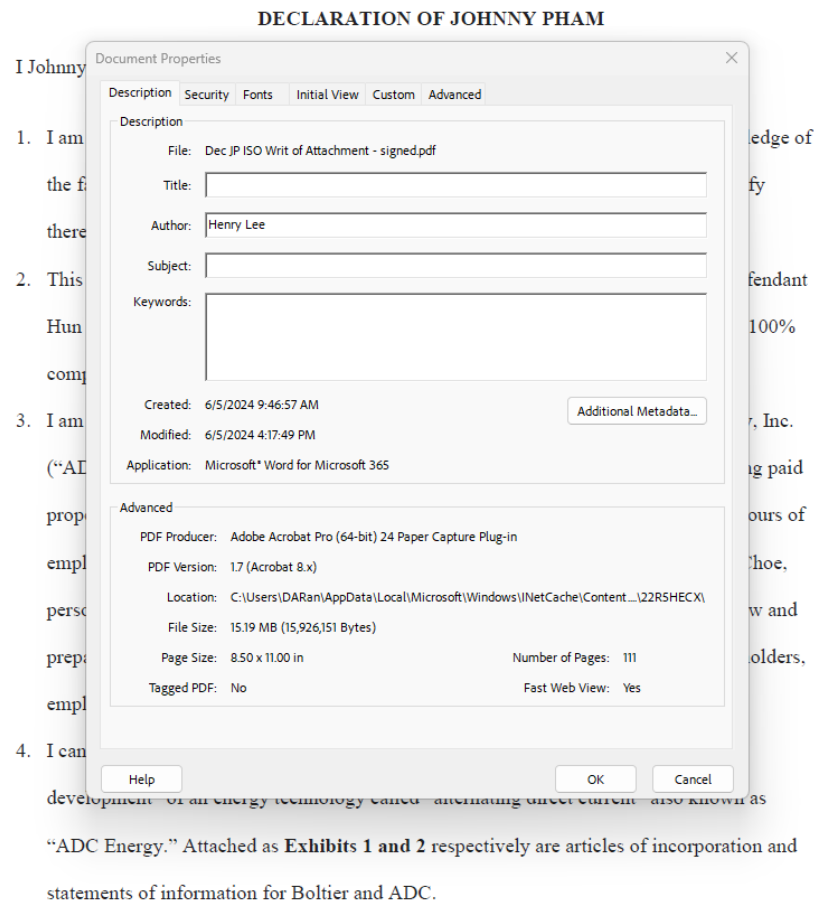
MIKA

Corporation; HUN YONG CHOE, an

122. Moreover, in that litigation, Pham and Yamamori produced confidential bank account statements for Boltier and ADC Inc. On information and belief, the only way Pham and Yamamori could have obtained those confidential records is from Lee—Boltier’s and ADC Inc.’s former secretary. Lee provided such confidential records to Pham and Yamamori in violation of his continuing duty of confidentiality to Boltier and ADC Inc., as well as his ethical obligations as prior counsel for those companies.

123. Additionally, on June 5, 2024, Pham purported to file an application for a writ of attachment on Choe’s properties, disclosing pictures containing Boltier’s “Life Beam” trade secrets that were unlawfully misappropriated by Pham, Yamamori and Lee.

124. Again, this was orchestrated by Lee as the metadata of Pham's declaration in support of the writ reveals that "Henry Lee" was the "Author" of the document as shown below:



Step Four: Lee transfers rights from ADC USA to ADC Air and aided by Pham and Yamamori.

125. On or about June 27, 2023, Lee along with his co-conspirators formed ADC Air in the State of Nevada.

126. On or about June 29, 2023, on information and belief, Lee along with his co-conspirators, registered the domain name www.adcairglobal.com.

1 127. Then, on or about December 16, 2023, Lee announced in an ADC USA
2 shareholder meeting that he had licensed ADC technology to ADC AIR. This meeting
3 was memorialized in company minutes, dated January 17, 2024.

4 128. Notably, in the same meeting, Lee praised Pham and Yamamori for their
5 continued support in the day-to-day operations. Lee also promoted Pham to Chief of
6 Operations.

7 129. According to ADC USA's website, Pham's duties include:
8 (a) technology and product development; (b) supply chain and manufacturing
9 oversight; (c) regulatory compliance management; (d) technology architecture
10 operations; (e) strategic planning and operational oversight; and (f) certified ADC
11 technologist and quality control.

12 130. On information and belief, both Yamamori and Pham supported and
13 continue to support Lee in the day-to-day implementation of Lee's fraudulent scheme,
14 including but not limited to, misappropriation of Boltier's trade secrets and the
15 unauthorized disclosure of such trade secrets to ADC AIR, among others.

16
17 Step Five: Lee intimidates Choe's former counsels to render Choe defenseless in the
18 sham employment litigation and attempts to block legal action against Lee.

19 131. On or about May 22, 2024, Lee sent an email to Choe as well as his
20 former counsel in the employment litigation, demanding as managing member of
21 Choe Family the following:

- 22 1. A copy of all retainer agreements, disclosures, waivers of conflicts for
23 Boltier, ADC Energy, Hun Choe (For Pentis, Fred Lee, and all other attorneys
24 representing you and/or the entities);
- 25 2. Attorney client trust account ledger, client accounting, payments, balance
26 sheets, invoices, and copies of all checks/payments/wires, especially
27 documentation of the source of the funds paid to any and all attorneys from or
28 on behalf of Boltier, ADC Energy, Hun Choe.

1 3. Copies of the entire client files including electronic files, including all
2 documents provided to all attorneys for the Pham/Yamamori case.

3 4. All communications with Hun Choe and/or attorneys representing Boltier,
4 ADC Energy, LB entities, and/or anyone acting on Hun Choe behalf or in
5 concert with him.

6 5. All documents that mention, refer or reflect to all of the "LB" corporate
7 entities with which Hun Choe is an officer, director, agent, including but not
8 limited to all corporate records, shareholder ledgers, financial information.

9 132. On information and belief, Lee sought to interfere with Choe's defense
10 and block any legal action brought against Lee and his co-conspirators for their
11 fraudulent conduct.

12 133. Lee also accused Choe and his former employment attorneys of
13 malpractice, breach of fiduciary duty and fraud to intimidate them and drive them
14 away, leaving Choe defenseless in the employment action orchestrated by Lee:

15 Request is further made on the board of Boltier and ADC Energy that both
16 corporate entities take action to investigate, audit and account for all
17 financial transactions perpetrated by Hun Choe, including but not limited to
18 taking action to investigate and prosecute a malpractice, breach of fiduciary
19 duty, and fraud case against Carl Pentis, Fred Lee and Hun Choe; and taking
20 action to investigate and prosecute a lawsuit for breach of fiduciary duty,
21 fraud, violation of trade secrets, breach of contract and accounting, among
22 other claims against Hun Choe arising from among other things,
23 embezzlement of funds, failure to pay wages, and misappropriation of trade
24 secrets in conspiracy with his LB entities and the LB
25 shareholders/officers/directors.

26 Step Six: Lee uses his orchestrated writ of attachment to purportedly acquire Choe's
27 interest in Boltier and ADC Inc. in a hostile takeover.

28 134. After orchestrating Pham's purported writ of attachment, which the state
court has not rendered a decision on, Lee purported to purchase Choe's membership

1 interest in Choe Family LLC for the sum of \$1 in accordance with Section 2.7 of the
2 operating agreement of Choe Family—confirming that his scheme to defraud Choe
3 extended at least as far back as when he purported to join Choe Family LLC. A true
4 and correct copy of Lee’s communication to Choe is attached as Exhibit I ([June 10,
5 2024 Letter from Lee to Choe]).

6 135. Then, in a transparent attempt to prevent Choe from suing and exposing
7 Lee’s and his co-conspirators of their criminal scheme and enterprise, Lee enlisted his
8 co-conspirators Jina and Shrouder to replace Choe from the board of Boltier and ADC
9 Inc. In doing so, on June 10, 2024, Shrouder filed a false Statement of Information
10 with the California Secretary of State purporting to replace Choe with Jina and
11 Shrouder for Boltier. (*See* Exhibit J [June 10, 2024 False Statement of Information
12 filed by Shrouder]. Shrouder subsequently sent an email to Choe proclaiming that he
13 is “newly appointed to and speak for the Board of Directors” of ADC Inc. and that
14 Choe is terminated from all positions. There was no meeting or vote of shareholders
15 on the purported election of Jina and Shrouder to the Board of Boltier. Nor was there
16 a meeting or vote of shareholders on the purported appointment of Shrouder and
17 termination of Choe.

18 136. To correct the fraud, Choe filed a corrected State of Information with the
19 California Secretary of State reinstating him as Director, President and CEO of
20 Boltier, and removing the fraudsters.

21 22 **D. Choe Uncovers the Scam.**

23 137. On or about March 24, 2023, notwithstanding their employment with
24 Lee at ADC USA, Pham and Yamamori served Choe, ADC Inc. and Boltier their
25 lawsuit for alleged labor law violations. In his attempt to get to the bottom of their
26 allegations, Choe started seeking relevant records from Lee.

27 138. Choe also sought corporate governance records from Lee, the former
28 Secretary of ADC Inc. and Boltier by this time. Lee was the individual that retained

1 the originals and copies of all incorporation documents, bylaws, board minutes,
2 resolutions, operating agreements, contracts, human resources records, tax filings, and
3 other critical records for the entities.

4 139. Lee refused to give Choe access to any of the documents he requested.
5 Lee even concealed and/or blocked Choe's access to documents regarding Boltier's
6 and ADC Inc.'s intellectual property, including information on their patents,
7 trademarks, and other trade secrets.

8 140. He also did not invite or make Choe aware of any board or shareholder
9 meetings that ADC USA was having, including an apparent meeting on
10 March 11, 2023—the same day Lee filed the patent assignments with the USPTO.

11 141. Notwithstanding that Pham had sued Choe, on April 4, 2023, he emails
12 Choe to inquire about the implementation of Boltier's misappropriated trade secrets
13 on an ADC USA project.

14 142. At the same time, Lee was telling ADC USA shareholders in writing that
15 Choe was missing in action. On April 19, 2023, Lee misrepresented to ADC USA's
16 shareholders that Choe had gone completely unresponsive to any requests from him
17 and Pham for "nearly two months". (Exhibit K [April 13, 2023 Letter to
18 shareholders].)

19 143. Lee informs the shareholders that he "received communications from an
20 attorney Hun Choe had to hire because Hun Choe is being sued for failing to pay
21 wages to employees of Boltier R&D, Inc. and ADC Energy, Inc. This leaves me with
22 no choice but to remove Hun Choe as director and officer from the public records of
23 ADC Energy USA, Inc."

24 144. Lee conveniently did not disclose that Pham and Yamamori were the
25 ones that sued Choe, Boltier and ADC Inc., and that Lee himself is orchestrating and
26 guiding Pham's and Yamamori's suit against Choe, Boltier and ADC Inc.

27 145. Nevertheless, Lee purported to unilaterally remove Choe as an officer
28 and chairman of the board of ADC USA. Choe had no authority to do so without a

1 vote of the full board of directors of ADC USA and full shareholder involvement.

2 146. In late 2023, Choe started his own independent investigation. He began
3 to conduct public records searches himself.

4 147. Choe found Lee's online patent assignment filings and saw the Forged
5 Assignment. He had no idea Lee had made these filings until this point.

6 148. Choe was shocked at what he had discovered. He knew he never signed
7 the Forged Assignment and could not comprehend how his signature could have
8 appeared on the document.

9 149. Choe engaged the services of Reed Hayes, a certified handwriting and
10 documents examiner.

11 150. Mr. Hayes conducted a thorough forensic exercise on each of the draft
12 unanimous consent (the "source document"), the Forged Assignment, and other
13 samples of Choe's signature on other documents. (See Exhibit E [Hayes' Expert
14 report].)

15 151. Mr. Hayes concluded Choe's signature on the Forged Assignment was
16 in fact doctored: "Based on the above findings and observations, **I am of the opinion**
17 **the questioned document was manufactured from the source document.**" (See
18 Exhibit E at 4 (emphasis in original).)

19 152. More recently, in May 2024, Choe also discovered for the very first time
20 that Lee had also filed assignments for Boltier's registered trademarks. Apparently,
21 Lee filed assignments of Boltier's registered trademarks in ADC ENERGY and
22 POWER EVERYONE with the USPTO through its online internet portal. In the
23 assignment submissions, he attached the Forged Assignment as evidence of the
24 assignment. (See Exhibits M, N & O [Trademark Assignments and Bibliographic
25 Data].) Similarly, Choe learned that on March 21, 2023, Lee filed another assignment
26 of each of the ADC ENERGY and POWER EVERYONE trademarks from himself
27 to ADC USA through the USPTO online portal.

28 153. Choe also learned in May of 2024 that, on September 23, 2023, Lee filed

1 a new trademark application for ALTERNATING DIRECT CURRENT, which
2 Boltier has common law rights thereto. (See Exhibit L [Trademark Application for
3 “Alternating Direct Current” Mark].)

4 154. Left with no alternatives, and in light of the scope, depth, and seriousness
5 of Lee’s fraud breach of fiduciary duties to Choe, Boltier, and ADC Inc., as well as
6 his co-conspirators, on June 11, 2024, Boltier, ADC Inc., Choe Family, and Choe filed
7 the instant action to seek Court intervention to protect the interests of each of Boltier,
8 ADC Inc., Choe Family, and their respective shareholders and members. In response,
9 Defendants engaged in a series of misdeeds to hide their wrongs and evade scrutiny.

10 ***(1) Lee installed himself as Choe Family’s sole member and manager and***
11 ***denominated his wife, Jina, as agent for service of process.***

12 155. On June 11, 2024, the same day as Plaintiffs’ filing of this action, Lee
13 filed a false and fraudulent Statement of Information with the California Secretary of
14 State declaring himself to be the sole manager of Choe Family. (See Exhibit P [Choe
15 Family SOI].)

16 156. Then, on June 12, 2024, Lee and his co-conspirators, Shrouder and Jina,
17 filed another false and fraudulent Statement of Information with the California
18 Secretary of State identifying Shrouder and Jina as the sole board members of
19 ADC Inc. (See Exhibit Q [ADC SOI].) The filing of the false and fraudulent
20 Statements of Information and the other actions taken by Lee and his co-conspirators
21 were pursuant to Lee’s specious purchase of all of Choe’s ownership interest in Choe
22 Family for \$1.

23 ***(2) Lee sued Choe Family and served the complaint on his wife, Jina.***

24 157. Also on June 12, 2024, Lee sued Choe Family in the Superior Court of
25 California, County of Los Angeles, in a matter entitled *Henry Lee v. Choe Family,*
26 *LLC et al.*, Case No. 24STCV14785. In that action, Lee alleges Choe Family (a
27 company he purports in the action to own and control himself) owes him unpaid
28 wages. He also seeks declaratory relief as to control of Choe Family’s bank accounts

1 and ownership of the membership interest in Choe Family and that “Choe Family,
2 LLC’s sole and exclusive managing member remains Henry Lee, with no other parties
3 having any rights, title, interests of authority to act on behalf of Choe Family, LLC.”

4 158. Curiously, the action does not name Choe as a defendant. Lee even filed
5 a “Proof of Service of Summons” on Jina (his wife) as Choe’s Family purported agent
6 of process at Lee’s law office. (See Exhibit R [Proof of Service of Summons].) The
7 individual listed as the “Person who served papers” on the proof of service is Lucie.

8 159. On June 20, 2024, this Court removed Lee’s action (Case No. 2:24-CV-
9 05089-JVS-JDE).

10 ***(3) Defendants filed multiple false and fraudulent Statements of Information***
11 ***with the California Secretary of State.***

12 160. On June 13, 2024, Lee and Jina filed yet another false and fraudulent
13 Statement of Information with the Secretary of State, purporting to replace Choe with
14 Jina as the Manager for Choe Family. (See Exhibit S [Choe Family SOI].)

15 161. The next day, Choe filed yet another corrected Statement of Information,
16 replacing Jina with himself.

17 162. Then, on Friday June 21, 2024, Defendants filed more fraudulent
18 Statements of Information with the California Secretary of State. At 11:51 a.m.,
19 Shrouder filed a Statement of Information removing Choe and naming himself as
20 Chief Executive Officer, Chief Financial Officer, and Secretary of Boltier. Shrouder
21 also named himself, Jina, and Pham as Boltier’s directors. At 11:53 a.m., Jina filed a
22 Statement of Information for Choe Family removing Choe and naming herself as sole
23 manager. At 12:55 p.m., Shrouder filed a Statement of Information for ADC Inc.
24 removing Choe and naming himself as Chief Executive, Chief Financial Officer, and
25 Secretary, and himself, Pham, Shrouder as ADC Inc.’s directors. (See Exhibits T, U,
26 & V [SOIs].)

1 ***(4) Lee called and held Boltier shareholder meetings, during which he and***
 2 ***Shrouder defamed Choe.***

3 163. On June 13, 2024, at 7:49 p.m., in response to Choe’s conscientious
 4 notification to ADC’s and Boltier’s shareholders that this lawsuit had been filed, Lee
 5 purported to call his own “shareholder meeting” to deflect from his criminal
 6 enterprise.

7 164. On or about June 21, 2024, Shrouder, Lee, Lucie, Jina, and Pham
 8 purported to conduct the shareholder meeting for Boltier. The only other individual
 9 that attended the meeting was a Eugene Yi.

10 165. During the meeting, Lee and Shrouder made several defamatory and
 11 libelous statements about Choe that are all demonstrably false (and nonsensical on
 12 their face), including that:

- 13 • Choe conducted “DEADLY HUMAN EXPERIMENTS” with his “Life Beam”
 14 technology “on elderly, severely ill person(s), including to Choe’s own wife”
 15 pursuant to which “[b]oth elderly persons including Choe’s wife died”; and
- 16 • Choe “partnered with a group that included a convicted child molester and a
 17 convicted felon (who repeatedly tried to, and did, steal the ADC hardware)”
 18 (Exhibit W [June 21, 2024 Boltier Meeting Minutes].)

19 166. Based on the above, and other wholly false allegations, Shrouder
 20 threatened that there would be a civil lawsuit filed against Boltier shareholders and
 21 instructed that “if you would like to avoid being named and sued as a Defendant and
 22 co-conspirator with Choe and his partners, please reach out so we can arrange prompt
 23 and immediate settlement with you.” (*Id.* (emphasis in original).)

24 ***(5) Jina purports to file a lawsuit against Boltier and its shareholders and***
 25 ***Choe.***

26 167. On July 3, 2024, Shrouder sent an email to Boltier shareholders attaching
 27 what purported to be the caption page of a lawsuit that Jina has filed in California
 28 Superior Court in Los Angeles against. (*See* Exhibit X [Email from Shrouder].) Lee

1 himself purports to be Jina’s counsel of record in the matter.

2 168. Based on the caption page of the action, Jina appears to be suing Choe
3 and several other individuals and entities for among other claims, unlawful business
4 practices under California Business and Professions Code section 17200, fraud,
5 breach of fiduciary duty, violation of civil rights, and embezzlement/conversion of
6 funds. (See Exhibit Y [Caption Page Attached to Shrouder Email]).

7 169. In his email, Shrouder again threatened the shareholders to settle *with*
8 *Jina* her purported lawsuit against them *by contacting Shrouder* to do so: “WE
9 HIGHLY recommend that you contact me to settle this situation before you get served
10 within the next few days.” (*Id.* (emphasis in original).)

11 CLAIMS FOR RELIEF

12 13 COUNT I: FEDERAL TRADEMARK INFRINGEMENT (15 U.S.C. § 1114)

14 **Boltier Against ADC USA, ADC Air, HAJA, Lee, Pham,**
15 **Yamamori, Shrouder, and DOES 1 through 100**

16 170. Plaintiffs hereby incorporate by reference herein each of the preceding
17 allegations.

18 171. Boltier is the true and correct owner of the trademarks ADC ENERGY
19 and POWER EVERYONE marks and the registrations related thereto.

20 172. Defendants ADC USA, ADC Air, HAJA, Lee, Pham, Yamamori,
21 Shrouder, and DOES 1 through 100 have engaged in, and continue to engage in, the
22 wrongful exploitation of Boltier’s ADC ENERGY and/or POWER EVERYONE
23 marks.

24 173. Defendants have also engaged in, and continue to engage in, the
25 wrongful exploitation of ADC AIR mark in a manner that is confusingly similar to
26 Boltier’s registered ADC ENERGY mark. Notably, ADC AIR is substantially similar
27 in appearance, sound, meaning and/or commercial impression to ADC ENERGY.

28 174. Defendants’ unauthorized use in commerce of ADC ENERGY and/or

1 POWER EVERYONE marks as alleged herein is likely to deceive consumers as to
 2 the origin, source, sponsorship, or affiliation of Defendants' goods and services, and
 3 is likely to cause consumers to believe, contrary to fact, that Defendants' goods and
 4 services are sold, authorized, endorsed, or sponsored by Boltier.

5 175. Defendants are not affiliated with, connected with, endorsed by, or
 6 sponsored by Boltier. Nor are their goods or services approved or authorized by
 7 Boltier. Lee's fraudulent transfer of Boltier's trademark registration was illegal and
 8 unauthorized.

9 176. Defendants' conduct therefore constitutes trademark infringement in
 10 violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

11 177. Defendants have committed the foregoing acts of infringement with full
 12 knowledge of Boltier's rights in ADC ENERGY and/or POWER EVERYONE and
 13 with the willful intent to cause confusion and trade on Boltier's goodwill.

14 178. Defendants' conduct is causing immediate and irreparable harm and
 15 injury to Boltier, and to its goodwill and reputation, and will continue to both damage
 16 Boltier and confuse the public unless enjoined by this court. Boltier has no adequate
 17 remedy at law.

18 179. Boltier is entitled to, among other relief, injunctive relief and an award
 19 of actual damages, Defendants' profits, enhanced damages and profits, reasonable
 20 attorneys' fees, and costs of the action under Sections 34 and 35 of the Lanham Act,
 21 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

22
 23 **COUNT II: TRADE SECRET MISAPPROPRIATION (18 U.S.C. § 1836)**

24 **Boltier and ADC Inc. Against ADC USA, ADC Air, HAJA,**

25 **Lee, Pham, Yamamori, Shrouder and DOES 1 through 100**

26 180. Plaintiffs hereby incorporate by reference herein each of the preceding
 27 allegations.

28 181. Through years of investing time, hard work, and substantial investment

1 of capital, under Choe's leadership and innovation, Boltier has developed trade secrets
2 and maintained confidential information that constitute trade secrets pursuant to the
3 Defend Trade Secrets Act, codified at 18 U.S.C. § 1832 et seq. These trade secrets
4 include, but not limited to, design, development, testing, evaluation, and certification
5 of alternating direct current technology, including proprietary information on a safety
6 module installed with the patented products to capture photovoltaic (PV) power
7 without damaging the chargers.

8 182. These trade secrets derive independent economic value from not being
9 generally known to the public or to other persons who can obtain economic value
10 from their disclosure.

11 183. Defendant ADC USA, along with its employees Lee, Pham, and
12 Yamamori, were provided access to the trade secrets in connection with the
13 commercialization of patented products sublicensed by ADC Inc. under Boltier's four
14 patents. Lee also had access to such trade secret information by virtue of his position
15 as former secretary of Boltier and ADC Inc.

16 184. On information and belief, the license agreements required ADC Inc. and
17 ADC USA to maintain the secrecy of the trade secrets, instruct their employees,
18 agents and contractors to do the same, and require such employees, agents and
19 contractors to acknowledge the non-disclosure of such secret information.

20 185. Lee knew that such trade secret information could not be used or
21 disclosed without the prior consent of Boltier. With this knowledge, Lee willfully and
22 maliciously conspired to, and did, misappropriate Boltier's trade secrets through
23 improper means. He used the forged assignment to fraudulently transfer the trade
24 secrets to himself, then to ADC USA, and to ADC Air.

25 186. Lee, and any fellow conspirators, including Pham, Yamamori, Shrouder,
26 ADC Air and DOES 1-100, knew or had a reason to know that Boltier's confidential
27 information are trade secrets, was acquired by improper means.

28 187. ADC Air knew or had reason to know that the proprietary information it

1 received from Lee, Pham, Yamamori, Shrouder, and DOES 1-100, is and was trade
2 secrets that was acquired from Boltier by improper means, that Lee, Pham,
3 Yamamori, Shrouder, and DOES 1-100, used improper means to acquire the
4 proprietary information, and that Lee, Pham, Yamamori, and DOES 1-100 acquired
5 the proprietary information under circumstances that gave rise to a duty to maintain
6 its secrecy. On information and belief, ADC Air is implementing elements of the
7 Boltier's "Life Beam" technology in its products.

8 188. Pham's and Yamamori's misappropriation of Boltier's trade secrets was
9 further confirmed in their writ of attachment on Choe's assets, disclosing elements of
10 the "Life Beam" technology in Pham's declaration in support of the writ.

11 189. By committing the actions described above, Defendants have
12 misappropriated, and continue to misappropriate, Boltier's trade secrets, to the
13 substantial detriment of Boltier and in violation of the Defend Trade Secrets Act
14 (DTSA), 18 U.S.C. § 1836 et seq. For example, on April 4, 2023, after Lee's
15 fraudulently transfer of Boltier's trade secrets to himself, Pham emailed Choe
16 requesting additional instructions to implement and use Boltier's proprietary
17 information on a safety module installed with the patented products for capturing
18 photovoltaic (PV) power without damaging the chargers.

19 190. Unless permanently enjoined, Defendants will continue to use Boltier's
20 trade secrets to unfairly compete with Boltier and to undermine Boltier's established
21 and prospective business. The damages Defendants have inflicted and continue to
22 inflict are substantial and irreparable, such that monetary relief would not provide an
23 adequate legal remedy. Pursuant to 18 U.S.C. 1836(b), Boltier seeks injunctive relief
24 or other appropriate remedies enjoining further actual and/or threatened
25 misappropriation of Boltier's trade secrets, and ordering Defendants to relinquish
26 possession, custody, and control of Boltier's trade secret information.

27 191. As a direct and proximate result of Defendants' actions, Boltier has
28 suffered injuries and damages in excess of the jurisdictional limit of this Court,

1 including lost profits, lost licensing revenue, diminished valuation, unjust enrichment
 2 based upon value of the misappropriated property, actual loss caused by the
 3 misappropriation of the trade secrets, and other damages, to be ascertained at trial, in
 4 accordance with 18 U.S.C. § 1836(b)(3)(B).

5 192. To the extent Boltier's actual damages and Defendants' unjust
 6 enrichment are not reasonably ascertainable or subject to proof, Boltier is entitled to
 7 a reasonable royalty for the use of such trade secrets in accordance with 18 U.S.C. §
 8 1836(b)(3)(B).

9 193. On information and belief, Defendants' misappropriation and/or misuse
 10 of Boltier's trade secrets was and is willful and malicious and entitles Boltier to
 11 recovery of double damages and reasonable attorneys' fees and costs, pursuant to 18
 12 U.S.C. § 1836(b)(3)(C) & (D).

13 14 **COUNT III: TRADE SECRETS MISAPPROPRIATION**

15 **(CIVIL CODE § 3426)**

16 **Boltier and ADC Inc. Against ADC USA, ADC Air, HAJA,**

17 **Lee, Pham, Yamamori, Shrouder, and DOES 1 through 100**

18 194. Plaintiffs hereby incorporate by reference herein each of the preceding
 19 allegations.

20 195. Through years of investing time, hard work, and substantial investment
 21 of capital, under Choe's leadership and innovation, Boltier has developed trade secrets
 22 and maintained confidential information that constitute trade secrets pursuant to the
 23 Uniform Trade Secrets Act, codified at California Civil Code § 3426 et seq. These
 24 trade secrets include, but not limited to, design, development, testing, evaluation, and
 25 certification of alternating direct current technology, including proprietary
 26 information on a safety module installed with the patented products to capture
 27 photovoltaic (PV) power without damaging the chargers.

28 196. These trade secrets derive independent economic value from not being

1 generally known to the public or to other persons who can obtain economic value
2 from their disclosure.

3 197. Defendant ADC USA, along with its employees Lee, Pham, Yamamori,
4 and Shrouder were provided access to the trade secrets in connection with the
5 commercialization of patented products sublicensed by ADC Inc. under Boltier's four
6 patents. Lee also had access to such trade secret information by virtue of his position
7 as former secretary of Boltier and ADC Inc.

8 198. On information and belief, the license agreements required ADC Inc. and
9 ADC USA to maintain the secrecy of the trade secrets, instruct their employees,
10 agents and contractors to do the same, and require such employees, agents and
11 contractors to acknowledge the non-disclosure of such secret information.

12 199. Lee knew that such trade secret information could not be used or
13 disclosed without the prior consent of Boltier. With this knowledge, Lee willfully and
14 maliciously conspired to, and did, misappropriate Boltier's trade secrets through
15 improper means. He used the forged assignment to fraudulently transfer the trade
16 secrets to himself, then to ADC USA, and to ADC Air.

17 200. Lee, and any fellow conspirators, including Pham, Yamamori, Shrouder,
18 ADC Air, and DOES 1-100, knew or had a reason to know that Boltier's confidential
19 information are trade secrets, was acquired by improper means.

20 201. ADC Air knew or had reason to know that the proprietary information it
21 received from Lee, Pham, Yamamori, and DOES 1-100, is and was trade secrets that
22 was acquired from Boltier by improper means, that Lee, Pham, Yamamori, and DOES
23 1-100, used improper means to acquire the proprietary information, and that Lee,
24 Pham, Yamamori, Shrouder, and DOES 1-100 acquired the proprietary information
25 under circumstances that gave rise to a duty to maintain its secrecy. On information
26 and belief, ADC Air is implementing elements of the Boltier's "Life Beam"
27 technology in its products.

28 202. Pham's and Yamamori's misappropriation of Boltier's trade secrets was

1 further confirmed in their writ of attachment, disclosing elements of the “Life Beam”
2 technology in Pham’s declaration in support of the writ.

3 203. By committing the actions described above, Defendants have
4 misappropriated, and continue to misappropriate, Boltier’s trade secrets, to the
5 substantial detriment of Boltier. For example, on April 4, 2023, after Lee’s
6 fraudulently transfer of Boltier’s trade secrets to himself, Pham emailed Choe
7 requesting additional instructions to implement and use Boltier’s proprietary
8 information on a safety module installed with the patented products for capturing
9 photovoltaic (PV) power without damaging the chargers.

10 204. Unless permanently enjoined, Defendants will continue to use Boltier’s
11 trade secrets to unfairly compete with Boltier and to undermine Boltier’s established
12 and prospective business. The damages Defendants have inflicted and continue to
13 inflict are substantial and irreparable, such that monetary relief would not provide an
14 adequate legal remedy. Pursuant to Civil Code § 3426.2, Boltier seeks injunctive relief
15 or other appropriate remedies enjoining further actual and/or threatened
16 misappropriation of Boltier’s trade secrets, and ordering Defendants to relinquish
17 possession, custody, and control of Boltier’s trade secret information.

18 205. As a direct and proximate result of Defendants’ actions, Boltier has
19 suffered injuries and damages in excess of the jurisdictional limit of this Court,
20 including lost profits, lost licensing revenue, diminished valuation, unjust enrichment
21 based upon value of the misappropriated property, actual loss caused by the
22 misappropriation of the trade secrets, and other damages, to be ascertained at trial, in
23 accordance with Civil Code § 3426.3(a).

24 206. To the extent Boltier’s actual damages and Defendants’ unjust
25 enrichment are not reasonably ascertainable or subject to proof, Boltier is entitled to
26 a reasonable royalty for the use of such trade secrets in accordance with Civil Code §
27 3426.3(b).

28 207. On information and belief, Defendants’ misappropriation and/or misuse

1 of Boltier's trade secrets was and is willful and malicious and entitles Boltier to
 2 recovery of double damages and reasonable attorneys' fees and costs, pursuant to
 3 Civil Code §§ 3426.3(c) & 3426.4.

4
 5 **COUNT IV: VIOLATION OF RICO (18 U.S.C. § 1962)**

6 **Choe, Boltier, ADC Inc. and Derivative on Behalf of Choe Family Against**
 7 **ADC USA, ADC Air, HAJA, Lee, Pham, Yamamori, Shrouder, Jina, Lucie,**
 8 **and DOES 1 through 100**

9 208. Plaintiffs hereby incorporate by reference herein each of the preceding
 10 allegations.

11 209. At all relevant times, each of plaintiff Choe, Boltier, ADC Inc., and Choe
 12 Family is a "person" within the meaning of 18 U.S.C. sections 1961(3) and 1962(2).

13 210. At all relevant times, each of Defendant ADC USA, ADC Air, Lee,
 14 Pham, Yamamori, and DOES 1 through 100 is a "person" within the meaning of 18
 15 U.S.C. sections 1961(3) and 1962(2).

16 **The RICO Enterprise**

17 211. Defendants ADC USA, ADC Air, HAJA, Lee, Pham, Yamamori,
 18 Shrouder, Jina, Lucie, and DOES 1 through 100 and their co-conspirators are a group
 19 of persons associated together in fact for the common purpose of carrying out an
 20 ongoing criminal enterprise, as described in the foregoing paragraphs.

21 212. Namely, through a multi-faceted campaign of lies, fraud, and forgery,
 22 they sought to transfer intellectual property rights and other valuable assets from
 23 Boltier to Lee, and then to ADC USA and ADC Air.

24 213. These Defendants have organized their operation into a cohesive group
 25 with specific and assigned responsibilities and a command structure, operating in
 26 multiple states, including California and Nevada.

27 214. Over the years they have adapted their scheme to changing
 28 circumstances, recruiting new members to their operation, and expanding the scope

1 and nature of their activities. While the organization of the criminal enterprise has
 2 changed over time, and its members may have held different roles at different times,
 3 the criminal enterprise has generally been structured to operate as a singular unit to
 4 accomplish the goals of their criminal scheme.

5 The Conduct

6 215. **Defendant Lee**, on information and belief, is an individual who has
 7 masterminded the scheme to defraud Choe, Boltier, ADC Inc., and Choe Family and
 8 continues to direct and manage the RICO enterprise. Lee has directed other co-
 9 conspirators to take actions necessary to accomplish the overall aims of the criminal
 10 enterprise, namely, (i) causing Choe to enter into the Choe Family Operating
 11 Agreement with HAJA and the ADC Inc.-Choe Share Transfer Agreement,
 12 (ii) forging Choe's signature on the Forged Assignment, (iii) preparing and filing
 13 patent assignment documents and trademark assignment documents and applications
 14 online with the USPTO concerning fraudulently obtained patents and trademarks
 15 from Boltier, (iv) causing co-conspirators to use and misappropriate Boltier's trade
 16 secrets; and (v) ghostwriting court documents and causing them to be filed against
 17 Choe, Boltier, and ADC Inc. in a sham employment litigation, among others.

18 216. **Defendants Pham, Yamamori, and Lucie** have been primarily
 19 responsible for managing the day-to-day operations of the criminal enterprise at ADC
 20 USA. Pham serves as Chief Operating Officer and board member at ADC USA. He
 21 has taken actions necessary to accomplish the overall aims of the criminal enterprise
 22 by using and misappropriating Boltier's stolen trade secrets, to the substantial
 23 detriment of Boltier. For example, on April 4, 2023, after Lee's fraudulently transfer
 24 of Boltier's trade secrets to himself, Pham emailed Choe requesting additional
 25 instructions to implement and use Boltier's proprietary information on a safety
 26 module installed with the patented products for capturing photovoltaic (PV) power
 27 without damaging the chargers. On information and belief, Yamamori and Lucie have
 28 also supported the criminal enterprise's activities in a myriad of ways including,

1 joining Pham in their pressure campaign to force Choe to execute the resolutions,
2 seeking business partnerships for ADC USA and ADC Air to commercially exploit
3 the intellectual property in the form of patents, trademarks, trade secrets, and other
4 proprietary information the criminal enterprise fraudulently assigned to itself from
5 Boltier.

6 217. **Defendants Shrouder and Jina** have been primarily responsible for
7 ensuring the criminal enterprise's continued expansion and preventing any legitimate
8 legal challenges from Boltier, ADC Inc., or Choe from seeing the light of day.
9 Shrouder serves as Chief Information Officer at ADC USA. As of June 10, 2024, he
10 and Jina purport to enlist themselves as board members of Boltier. In addition,
11 Shrouder purports to be the Chief Executive Officer, Chief Financial Officer, and
12 Secretary of Boltier. He and Jina have taken actions necessary to accomplish the
13 overall aims of the criminal enterprise by for instance purporting to be in control of
14 Boltier and ADC Inc., and purporting to remove Choe from the companies without
15 conducting *bona fide* shareholder vote to do so.

16 218. **Defendants HAJA, ADC USA, and ADC Air** have served as the
17 conduit entities for the criminal enterprise's operations. HAJA, as the purported
18 manager of Choe Family's ownership interests in ADC Inc. and Boltier, working
19 through Lee have exerted control over ADC Inc. and Boltier to fraudulently divert
20 their intellectual property assets away from themselves and directly to Lee. Lee in
21 turn assigned those same intellectual property assets by fraudulent means to ADC
22 USA. ADC USA then commercially exploited those stolen assets in conjunction with
23 ADC Air and other third parties.

24 219. Defendants ADC USA, ADC Air, Lee, Pham, Yamamori, Shrouder,
25 Lucie, Jina, and DOES 1 through 100 and their co-conspirators constitute an
26 association-in-fact enterprise within the meaning of 18 U.S.C. sections 1961(4) and
27 1962(c). Each of these Defendants participated in the operation or management of
28 the enterprise.

1 220. At all relevant times, the enterprise was engaged in, and its activities
2 affected interstate and foreign commerce within the meaning of 18 U.S.C. section
3 1962(c).

4
5 Pattern of Racketeering Activity - Multiple Instances of Mail and
6 Wire Fraud in Violation of 18 U.S.C. §§ 1341 and 1343

7 221. Defendants ADC USA, ADC Air, Lee, Jina, Shrouder, Pham,
8 Yamamori, Lucie, and DOES 1 through 100 and their co-conspirators conducted or
9 participated, directly or indirectly, in the conduct, management, or operation of the
10 enterprise's affairs through a pattern of racketeering activity within the meaning of 18
11 U.S.C. §1961(5) and in violation of §1962(c) as detailed below.

12 222. As described herein, ADC USA, engaged in a wide-ranging scheme to
13 Choe, Boltier, ADC Inc., Choe Family, the USPTO, and the public regarding the
14 proper ownership of Boltier's patents, trademarks, trade secrets and other intellectual
15 property.

16 223. The ultimate objective of Defendants' scheme or artifice to defraud is to
17 steal all valuable patents and proprietary, trade secrets-protected technology
18 belonging to Choe and his companies, Boltier and ADC Inc. and deprive these entities
19 of licensing fees they were entitled to under a licensing agreement they had with ADC
20 USA.

21 224. On information and belief, in furtherance of their scheme, ADC USA,
22 ADC Air, HAJA Lee, Pham, Yamamori, Jina, Shrouder, and DOES 1 through 100
23 transmitted, or caused to be transmitted, by means of wire communication in interstate
24 or foreign commerce, writings, signs, signals, pictures, and sounds, and also caused
25 matters and things to be placed in any post office or authorized depository, or
26 deposited or caused to be deposited matters or things to be sent or delivered by a
27 private or commercial interstate carrier, including, but not limited to, the following.

28 225. On May 29, 2021, using mail and/or wire communications, Lee (acting

1 on behalf of each of ADC USA, HAJA, Pham, Yamamori, Jina, Shrouder, and their
2 other co-conspirators) caused Choe to sign both the Choe Family Operating
3 Agreement and the ADC. Inc.-Choe Family Shares Transfer Agreement. The Choe
4 Family Operating Agreement purported to appoint both Choe and HAJA/Lee as co-
5 managers of the entity and required unanimous consent to engage in all aspects of
6 Choe Family's business operations, including to initiate lawsuits. The ADC Inc.-Choe
7 Family Shares Transfer Agreement purported to transfer all of Choe's shares in ADC
8 Inc.—25% of all outstanding shares—to Choe Family. In doing so, Lee represented
9 to Choe that HAJA was authorized to enter into such a transaction. However, neither
10 agreement was actually effective. As of May 29, 2021, HAJA was not authorized to
11 do business because it had been suspended and inactive with the California Secretary
12 of State since February 6, 2019. HAJA is still in inactive status as of today's date.

13 226. On or about January 30, 2023, Lee (acting on behalf of himself, ADC
14 USA, HAJA, Pham, Jina, Shrouder, Yamamori, and their co-conspirators), using mail
15 and wire communications, sent to Choe of what purported to be an “Action by
16 Unanimous Written Consent of the Board of Directors of Boltier R&D, Inc. Effective
17 January 30, 2023.” The draft document purported to serve as a unanimous agreement
18 and authorization by all three members of Boltier's board of directors to convey all
19 of the “ADC IP” to Lee. The draft document contained signature lines for each of
20 Choe and Alan as the members of Boltier's board of directors. It also contained a
21 signature line for Lee in his capacity as the third member of Boltier's board,
22 notwithstanding that the content of the document benefited solely him and caused the
23 entire set of transactions being considered to be an interested party transaction vis-à-
24 vis Lee.

25 227. On or about February 13, 2023, Lee and Pham (acting on behalf of
26 themselves, ADC USA, HAJA, Yamamori, Jina, Shrouder, and their co-conspirators),
27 using mail and wires, including email communications, convinced Choe to sign the
28 draft document nonetheless by misrepresenting its contents and purpose, and the

1 effect of his signature on the draft.

2 228. On February 1, 2023, Lee (acting on behalf of himself, ADC USA,
3 HAJA, Pham, Yamamori, Jina, Shrouder, and their co-conspirators), using the mail
4 and/or wires, through email communications, sent to Choe three additional documents
5 to execute: (i) “Action by Unanimous Written Consent of the Board of Directors of
6 Boltier R&D, Inc. Effective January 30, 2023”; (ii) “Action by Unanimous Written
7 Consent of the Board of Directors of ADC Energy, Inc. Effective January 30, 2023”;
8 and (iii) “Action by Unanimous Written Consent of the Board of Directors of ADC
9 Energy USA, Inc. Effective January 30, 2023.” All three documents are identical.
10 They summarize a series of events behind Lee’s motivation to fraudulently transfer
11 Boltier’s intellectual property, namely that: (i) Lee presented an opportunity for ADC
12 shareholders to vote on IPO evaluation, relocation and restructuring; and (ii) Choe
13 with majority share voted “No” on all three proposals while Lee and others voted
14 “Yes.” Suspicious of Lee’s request, Choe sought advice on these three documents,
15 and ultimately, decided not to sign them.

16 229. On or about February 20, 2023, Lee (acting on behalf of himself, ADC
17 USA, HAJA, Pham, Yamamori, and their co-conspirators), using mail and wires,
18 including email communications, emailed Alan the documents signed by Lee and
19 Choe, and instructing him to “sign and return. Or write ‘Resigned’ and return asap.”
20 But upon reviewing the documents, Alan refused to sign and did not respond to Lee.

21 230. Undeterred, Lee (acting on behalf of himself, ADC USA, HAJA, Pham,
22 Yamamori, Jina, Shrouder, and their co-conspirators), using the mail and wires,
23 including email communications, created the Forged Assignment. The Forged
24 Assignment purported to be a resolution of “All ADC entities,” conveying all “(ADC
25 IP) including but not limited to: (1) all the property, right, title and interest in and to
26 the Patents and Trademarks including all common law rights...(2) all income,
27 royalties, and damages hereafter due or payable to Assignor with respect to the
28 Trademark, including without limitation, damages, and payments for past or future

1 infringements and misappropriations of the Patents and Trademarks; and (3) all rights
2 to sue for past, present and future infringements or misappropriations of the
3 Trademark, to Henry Lee and/or his assignee.” Also, it only contained two signature
4 lines—one for Choe and one for Lee. There was no signature line for Alan Choe.
5 Moreover, Choe’s signature purported to be affixed to the signature page along with
6 a signature for Lee. Choe’s signature that Lee affixed to this document was a forgery.

7 231. On February 23, 2023, using the mail and wires, Lee (acting on behalf
8 of himself, ADC USA, HAJA, Pham, Yamamori, Jina, Shrouder and their co-
9 conspirators) electronically filed a series of trademark assignment forms with the
10 USPTO Assignment Center via its online webpage for Boltier’s registered ADC
11 ENERGY and POWER EVERYONE marks. With each online assignment
12 submission, Lee uploaded the Forged Assignment as evidence of the assignment. (*See*
13 Exhibits M & N [Trademark Assignments and Bibliographic Data].)

14 232. On March 11, 2023, using the mail and wires, Lee (acting on behalf of
15 himself, ADC USA, HAJA, Pham, Yamamori, Jina, Shrouder and their co-
16 conspirators) electronically filed a series of patent assignment forms with the USPTO
17 via its online webpage for submitting assignment of patents records for each of the
18 ‘437, ‘643, ‘720, and ‘560 Patents. With each online assignment submission, Lee
19 fraudulently stated that Boltier had assigned each of Boltier’s four patents to Lee
20 himself. Moreover, he uploaded the Forged Assignment with his submission.

21 233. Then, on March 21, 2023, using the mail and wires, Lee (acting on behalf
22 of himself, ADC USA, HAJA, Pham, Yamamori, Jina, Shrouder and their co-
23 conspirators) electronically filed another set of assignment forms, transferring the *two*
24 federal trademark registrations and the *four* issued patents from himself to ADC USA.
25 (*See* Exhibits M & O.)

26 234. On April 19, 2023, Lee wrote a letter that he sent via the mail and/or the
27 wires through email communications to ADC USA’s shareholders that “Choe had
28 gone completely unresponsive to any requests from him and Pham for “nearly two

1 months". (Exhibit K [April 13, 2023 Letter to shareholders].) The information he
2 was providing the shareholders was not true at all. In fact, on Saturday, April 6, 2023,
3 just a week prior, Choe had responded to an email from Pham regarding a technical
4 project for which Pham needed Choe's assistance.

5 235. On September 23, 2023, ADC USA using the wires filed a new
6 trademark application for the ALTERNATING DIRECT CURRENT mark through
7 the USPTO online portal. (See Exhibit L [Trademark Application for "Alternating
8 Direct Current" Mark].) Boltier has common law rights to this mark and has used it
9 as a source identifier of Boltier's patented technology.

10 236. On or about May 22, 2024, Lee sent an email to Choe as well as his
11 former counsel in the employment litigation, demanding as managing member of
12 Choe Family the following:

13 1. A copy of all retainer agreements, disclosures, waivers of conflicts for
14 Boltier, ADC Energy, Hun Choe (For Pentis, Fred Lee, and all other attorneys
15 representing you and/or the entities);

16 2. Attorney client trust account ledger, client accounting, payments, balance
17 sheets, invoices, and copies of all checks/payments/wires, especially
18 documentation of the source of the funds paid to any and all attorneys from or
19 on behalf of Boltier, ADC Energy, Hun Choe.

20 3. Copies of the entire client files including electronic files, including all
21 documents provided to all attorneys for the Pham/Yamamori case.

22 4. All communications with Hun Choe and/or attorneys representing Boltier,
23 ADC Energy, LB entities, and/or anyone acting on Hun Choe behalf or in
24 concert with him.

25 5. All documents that mention, refer or reflect to all of the "LB" corporate
26 entities with which Hun Choe is an officer, director, agent, including but not
27 limited to all corporate records, shareholder ledgers, financial information.

28 237. On information and belief, Lee sought to interfere with Choe's defense

1 and block any legal action brought against Lee and his co-conspirators for their
2 fraudulent conduct.

3 238. Lee also accused Choe and his former employment attorneys of
4 malpractice, breach of fiduciary duty and fraud to intimidate them and drive them
5 away, leaving Choe defenseless in the employment action orchestrated by Lee:

6 Request is further made on the board of Boltier and ADC Energy that both
7 corporate entities take action to investigate, audit and account for all
8 financial transactions perpetrated by Hun Choe, including but not limited to
9 taking action to investigate and prosecute a malpractice, breach of fiduciary
10 duty, and fraud case against Carl Pentis, Fred Lee and Hun Choe; and taking
11 action to investigate and prosecute a lawsuit for breach of fiduciary duty,
12 fraud, violation of trade secrets, breach of contract and accounting, among
13 other claims against Hun Choe arising from among other things,
14 embezzlement of funds, failure to pay wages, and misappropriation of trade
15 secrets in conspiracy with his LB entities and the LB
16 shareholders/officers/directors.

17 239. After orchestrating Pham's purported writ of attachment, which the state
18 court has not rendered a decision on, Lee purported to purchase Choe's membership
19 interest in Choe Family LLC for the sum of \$1 in accordance with Section 2.7 of the
20 operating agreement of Choe Family—confirming that his scheme to defraud Choe
21 extended at least as far back as when he purported to form Choe Family. A true and
22 correct copy of Lee's communication to Choe is attached as Exhibit I ([June 10, 2024
23 Letter from Lee to Choe]).

24 240. Then, in a transparent attempt to prevent Choe from suing and exposing
25 Lee's and his co-conspirators of their criminal scheme and enterprise, Lee enlisted his
26 co-conspirators Jina and Shrouder to replace Choe from the Boltier and ADC Inc.
27 boards. In doing so, on June 10, 2024, Shrouder filed a false Statement of Information
28 with the California Secretary of State purporting to replace Choe with Jina and
Shrouder for Boltier. (See Exhibit J [June 10, 2024 False Statement of Information
filed by Shrouder]). Shrouder subsequently sent an email to Choe proclaiming that he

1 is “newly appointed to and speak for the Board of Directors” of ADC Inc. and that
2 Choe is terminated from all positions. There was no meeting or vote of shareholders
3 on the purported election of Jina and Shrouder to the Board of Boltier. Nor was there
4 a meeting or vote of shareholders on the purported appointment of Shrouder and
5 termination of Choe.

6 241. Defendants ADC USA, ADC Air, Lee, Pham, Yamamori, Shrouder,
7 Jina, and DOES 1 through 100 participated in the scheme or artifice knowingly,
8 willfully, and with the specific intent to deceive and/or defraud: (i) Choe and Boltier
9 into assigning Boltier’s intellectual property rights to Defendants; (ii) the USPTO
10 office to record the Forged Assignments of Boltier’s four patents and two trademarks;
11 and (iii) the California Secretary of State and general public into believing that they
12 were the true owners and controllers of Boltier’s and ADC Inc.’s intellectual property
13 rights and the quell any potential challenges by any party outside of the criminal
14 enterprise.

15 242. ADC USA, ADC Air, Lee, Pham, Yamamori, Jina, Shrouder, and DOES
16 1 through 100 then further caused statements regarding the Forged Assignment and
17 assignments, and control of Boltier and ADC Inc., which they knew to be false or
18 misleading, to be disseminated to the USPTO and the California Secretary of State
19 with the intent that those statements be believed by the public. This would convince
20 third parties to enter into business ventures with ADC USA and ADC Air, as well as
21 contract directly with their criminal enterprise.

22 243. Further, these Defendants’ false and misleading statements have caused
23 Plaintiffs substantial damages.

24 244. Each of these Defendants has engaged in multiple predicate acts, as
25 described above. The conduct of each of the Defendants described constitutes a
26 pattern of racketeering activity within the meaning of 18 U.S.C. §1961(5).

27 245. Plaintiffs were injured in their business and property by reason of the
28 Defendants’ violations of 18 U.S.C. §1962(c). The injuries to Plaintiffs caused by

1 reason of the violations of 18 U.S.C. §1962(c) include but are not limited to damage
 2 to Plaintiffs' reputation and goodwill, the impairment of each of Plaintiffs' interest in
 3 executed contracts; loss or diminution in the value and extent of their intellectual
 4 property rights in their patents, trademarks, trade secrets, and other intellectual
 5 property; the attorneys' fees and costs to defend themselves in objectively baseless,
 6 improperly motivated sham litigation in Los Angeles Superior court

7 246. Further, these injuries to Plaintiffs were a direct, proximate, and
 8 reasonably foreseeable result of the violation of 18 U.S.C. §1962. Each of Plaintiff's
 9 is the ultimate victim of the Defendants' unlawful enterprise.

10 247. Plaintiffs have been and will continue to be injured in their respective
 11 business and property in an amount to be determined at trial.

12 248. Pursuant to 18 U.S.C. §1964(c), Plaintiffs are entitled to recover treble
 13 damages plus costs and attorneys' fees from the RICO Defendants.

14 15 **COUNT V: CONSPIRACY TO VIOLATE RICO**

16 **Choe, Boltier, ADC Inc., and Derivative on Behalf of Choe**

17 **Family Against ADC USA, ADC Air, HAJA, Lee, Pham,**

18 **Yamamori, Jina, Shrouder, Lucie, and DOES 1 through 100**

19 249. Plaintiffs hereby incorporate by reference herein each of the preceding
 20 allegations.

21 250. ADC USA, ADC Air, HAJA, Lee, Pham, Yamamori, Jina, Shrouder,
 22 Lucie, and DOES 1 through 100 have unlawfully, knowingly and willfully combined,
 23 conspired, confederated and agreed together and with others to violate 18 U.S.C.
 24 §1962(c) as described above, in violation of 18 U.S.C. §1962(d).

25 251. Upon information and belief, these Defendants knew that they were
 26 engaged in a conspiracy to commit the predicate acts, and they knew that the predicate
 27 acts were part of such racketeering activity, and the participation and agreement of
 28 each of them was necessary to allow the commission of this pattern of racketeering

1 activity. This conduct constitutes a conspiracy to violate 18 U.S.C. §1962(c), in
2 violation of 18 U.S.C. §1962(d).

3 252. Upon information and belief, these Defendants agreed to conduct or
4 participate, directly or indirectly, in the conduct, management, or operation of the
5 enterprise's affairs through a pattern of racketeering activity in violation of 18 U.S.C.
6 §1962(c).

7 253. Each Defendant knew about and agreed to facilitate the enterprise's
8 scheme to obtain property from Plaintiffs. It was part of the conspiracy that
9 Defendants and their co-conspirators would commit a pattern of racketeering activity
10 in the conduct of the affairs of the enterprise, including the acts of racketeering set
11 forth above.

12 254. Plaintiffs were injured in their business and property by reason of the
13 Defendants' violations of 18 U.S.C. §1962(c). The injuries to Plaintiffs caused by
14 reason of the violations of 18 U.S.C. §1962(c) include but are not limited to damage
15 to Plaintiffs' reputation and goodwill, the impairment of each of Plaintiffs' interest
16 in executed contracts; loss or diminution in the value and extent of their intellectual
17 property rights in their patents, trademarks, trade secrets, and other intellectual
18 property; the attorneys' fees and costs to defend themselves in objectively baseless,
19 improperly motivated sham litigation in Los Angeles Superior Court.

20 255. Further, these injuries to Plaintiffs were a direct, proximate, and
21 reasonably foreseeable result of the violation of 18 U.S.C. §1962. Each of Plaintiff's
22 is the ultimate victim of the Defendants' unlawful enterprise.

23 256. Plaintiffs have been and will continue to be injured in their respective
24 business and property in an amount to be determined at trial.

25 257. Pursuant to 18 U.S.C. §1964(c), Plaintiffs are entitled to recover treble
26 damages plus costs and attorneys' fees from the RICO Defendants.

27
28 **COUNT VI: DECLARATORY JUDGMENT**

**Choe, Boltier, ADC Inc., and Derivative on Behalf of Choe Family
Against ADC USA, ADC Air, HAJA, Lee, Shrouder, Jina, Lucie, and DOES 1
through 100**

258. Plaintiffs hereby incorporate by reference herein each of the preceding allegations.

259. On May 29, 2021, Lee caused Choe to sign both the Choe Family Operating Agreement and the ADC Inc.-Choe Family Shares Transfer Agreement.

260. The Choe Family Operating Agreement purported to appoint both Choe and HAJA/Lee as co-managers of the entity and required unanimous consent to engage in all aspects of Choe Family's business operations, including to initiate lawsuits. The ADC Inc.-Choe Family Shares Transfer Agreement purported to transfer all of Choe's shares in ADC Inc.—25% of all outstanding shares—to Choe Family.

261. There is a continuing, ripe and justiciable controversy concerning (i) whether HAJA was authorized by law to enter into the Choe Family Operating Agreement and, thus, whether Choe could have transferred all of his shares in ADC Inc. to Choe Family, (ii) whether the Forged Assignment was effective, and (iii) whether any subsequent actions taken by Lee, Shrouder, and Jina based on purported rights under the Choe Family Operating Agreement are void, and (iv) whether Choe has engaged in any unlawful business practices under California Business and Professions Code section 17200, fraud, breach of fiduciary duty, violation of civil rights, and embezzlement/conversion of funds (as alleged by Lee and his co-conspirators).

262. Plaintiffs herein claim that neither the Choe Family Operating Agreement nor the ADC Inc.-Choe Family Shares Transfer Agreement was actually effective, and is thus voidable because as of purported execution date of May 29, 2021, HAJA was not authorized to do business because it had been suspended and inactive with the California Secretary of State since February 6, 2019, and remains so

1 today. Pursuant to California Revenue and Taxation Code §23304.1(a), both the Choe
2 Family Operating Agreement and the ADC Inc.-Choe Family Shares Transfer
3 Agreement were ineffective and voidable under §23304.5.

4 263. In addition, Plaintiffs claim that the Choe Family Operating Agreement
5 and the ADC-Inc.-Choe Family Shares Transfer Agreement are void *ab initio* because
6 Lee and his co-conspirators deceived Choe to enter into them through undue duress,
7 fraud, mistake and other illicit means during a particularly vulnerable time when
8 elderly Choe was mourning the death of his wife of four decades.

9 264. Plaintiffs also claim that the Forged Assignment document is void *ab*
10 *initio* because it was procured by forgery and none of the alleged signatories had
11 authority to bind any of the entities purporting to consent to an assignment of rights
12 from Choe, Boltier, and ADC Inc. to Lee or any other party.

13 265. Therefore, Plaintiffs seek a declaratory judgment that each of the Choe
14 Family Operating Agreement, ADC-Inc.-Choe Family Shares Transfer Agreement,
15 and Forged Assignment is void *ab initio*.

16 266. Plaintiffs also seek a declaratory judgment that the effect of Lee's
17 fraudulent assignment has terminated the ADC Inc.-ADC USA sublicense agreement.
18 Given that a property owner cannot be a sublicensee to his property, Lee's actions
19 resulted in the termination of the rights granted from ADC Inc. to ADC USA with
20 respect to the four patents.

21 267. Plaintiffs further seek a declaratory judgment that none of the Plaintiffs
22 nor their shareholders has engaged in any unlawful business practices under
23 California Business and Professions Code section 17200, breach of fiduciary duty,
24 fraud, violation of civil rights, and embezzlement/conversion of funds concerning the
25 business of any of Plaintiffs or Defendants.

26 268. Plaintiffs also seek a declaratory judgment that none of the Plaintiffs nor
27 their shareholders owe Lee any money.
28

COUNT VII: CIVIL CONSPIRACY

**Choe, Boltier, ADC Inc., and Derivative on Behalf of Choe Family Against
ADC USA, ADC Air, HAJA, Lee, Pham, Yamamori, Jina, Shrouder, Lucie,
and DOES 1 through 100**

269. Plaintiffs hereby incorporate by reference herein each of the preceding allegations.

270. Each of Defendants ADC USA, ADC Air, HAJA, Lee, Pham, Yamamori, Jina, Shrouder, Lucie, and DOES 1 through 100 formed an agreement and conspired together to defraud Choe, Choe Family, Boltier, and ADC Inc. and deprive them of their intellectual property and other assets and divert these Plaintiffs' property for their own benefit.

271. As a direct and proximate result of this conspiracy and/or wrongful acts, each Plaintiff has been damaged, in an amount to be proven at trial.

272. Defendants acted with malice, fraud, and oppression, entitling each Plaintiff to an award of punitive and exemplary damages to the extent available by law according to proof.

COUNT VIII: BREACH OF FIDUCIARY DUTY

Boltier and ADC Inc. Against Lee and DOES 1 through 100

273. Plaintiffs hereby incorporate by reference herein each of the preceding allegations.

274. As the Secretary and a member of the board of directors of Boltier and ADC Inc., Lee owed them and their shareholders a duty of utmost care, integrity, honesty and loyalty. Lee also owed Boltier, ADC Inc. and their respective shareholders a duty of good faith and fair dealing and a continuing duty of confidentiality.

275. Lee breached his fiduciary duties to Boltier and its shareholders by, among other things, creating a Forged Assignment that purported to assign to Lee

1 (acting on his own behalf and on behalf of ADC USA, ADC Air, HAJA, Pham,
2 Yamamori, and DOES 1 through 100) all of Boltier's intellectual property rights
3 without any authorization from Boltier's board of directors and shareholders, and
4 without consent sharing Boltier's confidential information, including Boltier's
5 financial records, with third parties, including Pham, Yamamori, and Shrouder.

6 276. Lee also breached his fiduciary duties to ADC Inc. and its shareholders
7 by, among other things, creating a Forged Assignment (acting on his own behalf and
8 on behalf of ADC USA, ADC Air, HAJA, Pham, Yamamori, and DOES 1 through
9 100) that attempts to: (i) usurp the exclusive rights granted to ADC Inc. under the
10 ADC Inc.-Boltier license agreement with respect to its four patents, and (ii)
11 circumvent the royalties that ADC USA owes ADC Inc. under the ADC Inc.-ADC
12 USA sublicense agreement. Lee's action was unauthorized by ADC Inc.'s board of
13 directors and shareholders.

14 277. As a direct and proximate result of Lee's breach of the fiduciary duties
15 owed to Boltier and ADC Inc., Boltier and ADC Inc. have suffered in an amount to
16 be proven at trial.

17 278. The above-described acts were done intentionally, with fraud. Boltier,
18 ADC Inc. and their respective shareholders are therefore entitled to punitive and
19 exemplary damages in an amount according to proof.

20 21 **COUNT IX: BREACH OF FIDUCIARY DUTY**

22 **Choe and Derivative on Behalf of Choe Family Against HAJA**

23 279. Plaintiffs hereby incorporate by reference herein each of the preceding
24 allegations.

25 280. As the managing member of Choe Family, HAJA owed Choe Family
26 and its members a duty of utmost care, integrity, honesty and loyalty. HAJA also
27 owed Choe Family and its members a duty of good faith and fair dealing.

28 281. HAJA breached its fiduciary duties to Choe and its members by, among

1 other things: (a) deceiving Choe to transfer his shares in ADC, Inc. to Choe Family in
 2 exchange for HAJA's management when HAJA was not even authorized to do
 3 business with Choe or Choe Family, (b) creating a Forged Assignment that purported
 4 to assign to Lee (acting on his own behalf and on behalf of ADC USA, ADC Air,
 5 HAJA, Pham, Yamamori, and DOES 1 through 100) all of ADC Inc.'s and Boltier's
 6 intellectual property rights without any authorization from ADC's or Boltier's board
 7 of directors and shareholders, and (c) purporting to seek to repurchase on behalf of
 8 Choe Family all of Choe's membership interest in Choe Family for \$1 based on an
 9 application for writ of attachment that Lee himself authored in a baseless action.

10 282. The effect of these transfers was to divert significant assets out of Choe
 11 Family to Lee and his entities for no consideration.

12 283. As a direct and proximate result of HAJA's breach of the fiduciary duties
 13 owed to Choe Family and its members, Choe Family and Choe have suffered in an
 14 amount to be proven at trial.

15 284. The above-described acts were done intentionally, with fraud. Choe
 16 Family and Choe are therefore entitled to recover an award of punitive and exemplary
 17 damages in an amount according to proof.

18
 19 **COUNT X: AIDING AND ABETTING BREACH OF FIDUCIARY DUTY**

20 **Boltier and ADC Inc. Against ADC USA, ADC Air, HAJA, Pham, Yamamori,**
 21 **Jina, Shrouder, Lucie, and DOES 1 through 100**

22 285. Plaintiffs hereby incorporate by reference herein each of the preceding
 23 allegations.

24 286. As the Secretary and a member of the board of directors of Boltier and
 25 ADC Inc., Lee owed Boltier, ADC Inc. and their respective shareholders a duty of
 26 utmost care, integrity, honesty and loyalty. Lee also owed Boltier, ADC Inc. and their
 27 respective shareholders a duty of good faith and fair dealing.

28 287. Lee breached his fiduciary duties to Boltier, ADC Inc. and their

1 respective shareholders by, among other things, creating a Forged Assignment that
 2 purported to assign to Lee all of Boltier's and ADC Inc.'s intellectual property rights
 3 without any authorization from the companies' board of directors and shareholders.

4 288. ADC USA, ADC Air, HAJA, Pham, Yamamori, Jina, Shrouder, Lucie,
 5 and DOES 1 through 100 knew that Lee would breach his fiduciary duties to Boltier
 6 and ADC Inc. Each of them knowingly participated in Lee's breach by encouraging,
 7 participating in, and approving the misconduct that constituted the breach and harmed
 8 Boltier, ADC Inc., and their respective shareholders.

9 289. As a result, Boltier, ADC Inc. and their shareholders have been damaged
 10 in a total amount to be proven at trial.

11 12 **COUNT XI: AIDING AND ABETTING BREACH OF FIDUCIARY DUTY**

13 **Choe and Derivative on Behalf of Choe Family Against ADC USA, ADC Air,** 14 **Pham, Yamamori, Jina, Shrouder, Lucie, and DOES 1 through 100**

15 290. Plaintiffs hereby incorporate by reference herein each of the preceding
 16 allegations.

17 291. As managing member, HAJA owed Choe Family and its members a duty
 18 of utmost care, integrity, honesty and loyalty. HAJA also owed Choe Family and its
 19 members a duty of good faith and fair dealing.

20 292. HAJA breached its fiduciary duties to Choe and its members by, among
 21 other things: (a) deceiving Choe to transfer his shares in ADC, Inc. to Choe Family in
 22 exchange for HAJA's management when HAJA was not even authorized to do
 23 business with Choe or Choe Family; (b) creating a Forged Assignment that purported
 24 to assign to Lee (acting on his own behalf and on behalf of ADC USA, ADC Air,
 25 HAJA, Pham, Yamamori, Jina, Shrouder, Lucie, and DOES 1 through 100) all of
 26 ADC Inc.'s and Boltier's intellectual property rights without any authorization from
 27 ADC's or Boltier's board of directors and shareholders; and (c) purporting to seek to
 28 repurchase on behalf of Choe Family all of Choe's membership interest in Choe

1 Family for \$1 based on an application for writ of attachment that Lee himself authored
2 in a baseless action.

3
4 293. ADC USA, ADC Air, HAJA, Pham, Yamamori, Jina, Shrouder, Lucie,
5 and DOES 1 through 100 knew that HAJA would breach its fiduciary duties to Choe
6 Family. Each of them knowingly participated in HAJA's breach by encouraging,
7 participating in, and approving the misconduct that constituted the breach and harmed
8 Choe and Choe Family.

9 294. As a result, Choe and Choe Family have been damaged in a total amount
10 to be proven at trial.

11 12 **COUNT XII: CONVERSION**

13 **Boltier, ADC Inc. and Derivative on Behalf of Choe Family Against ADC USA,**
14 **ADC Air, HAJA, Lee, Pham, Yamamori, Shrouder, and DOES 1 through 100**

15 295. Plaintiffs hereby incorporate by reference herein each of the preceding
16 allegations.

17 296. On May 29, 2021, Lee caused Choe to sign both the Choe Family
18 Operating Agreement and the ADC. Inc.-Choe Family Shares Transfer Agreement.

19 297. The Choe Family Operating Agreement purported to appoint both Choe
20 and HAJA/Lee as co-managers of the entity and required unanimous consent to
21 engage in all aspects of Choe Family's business operations, including to initiate
22 lawsuits. The ADC Inc.-Choe Family Shares Transfer Agreement purported to
23 transfer all of Choe's shares in ADC Inc.—25% of all outstanding shares—to Choe
24 Family.

25 298. Then, on January 30, 2023, Lee acting on his own behalf on and behalf
26 of each of ADC USA, ADC Air, HAJA, Pham, Yamamori, Shrouder and DOES 1-
27 100 prepared the Forged Assignment purporting to transfer and/or assign Boltier's
28 intellectual property rights to Lee. At the time of the fraudulent transfer, Boltier's

1 patents were and still are exclusively licensed to ADC Inc.

2 299. Additionally, on June 8, 2024, Lee/HAJA purported to exercise his rights
3 to acquire, without Choe's authorization, Choe's 75% majority membership interest
4 in Choe Family for \$1 allegedly as a result of an attempted levy by Pham and
5 Yamamori on Choe Family assets, which Lee himself orchestrated.

6 300. These acts by Lee were fraudulent and in breach of his fiduciary duties
7 to each of Choe Family, Boltier, and ADC Inc.

8 301. As a direct and proximate result of Lee's misrepresentations to Choe and
9 forgery of Choe's signature, each Plaintiff has suffered in an amount to be proven at
10 trial.

11 302. The above-described acts were done intentionally and with fraud. Each
12 Plaintiff is therefore entitled to recover an award of punitive and exemplary damages
13 in an amount according to proof.

14
15 **COUNT XIII: UNJUST ENRICHMENT**

16 **Boltier, ADC Inc., and Direct and Derivative on Behalf of Choe Family Against**
17 **ADC USA, ADC Air, HAJA, Lee, and DOES 1 through 100**

18 303. Plaintiffs hereby incorporate by reference herein each of the preceding
19 allegations.

20 304. Choe, Boltier, ADC, and Choe Family and conferred an economic
21 benefit upon Defendants ADC USA, ADC Air, HAJA, Lee and DOES 1 through 100
22 by (a) entering into the Choe Family Operating Agreement and ADC Inc.-Choe
23 Family Share Transfer Agreement, (b) transferring Choe's shares in ADC to Choe
24 Family, (c) purporting to transfer membership interest in Choe Family to HAJA, and
25 (d) purporting to transfer Choe's, Boltier's, and ADC Inc.'s intellectual property
26 rights to Lee acting his own behalf and on behalf of ADC USA, ADC Air, HAJA, and
27 DOES 1 through 100.

28 305. These Defendants obtained the foregoing benefits as a result of several

1 promises they made to each Plaintiff including that HAJA was authorized to conduct
 2 business and through the Forged Assignment that these Defendants extracted from
 3 each Plaintiff.

4 306. These Defendants accepted and retained each of the foregoing benefits
 5 conferred by these Plaintiffs.

6 307. These Defendants knew or should have known that their promises were
 7 material to the Plaintiffs' decision to confer them these benefits.

8 308. As a result of these Defendants' actions, they have been unjustly
 9 enriched at the Plaintiffs' expense in an amount to be proven at trial.

11 **COUNT XIV: UNFAIR COMPETITION**

12 **(CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200)**

13 **Boltier, ADC Inc., and Derivative on Behalf of Choe Family Against ADC USA,**
 14 **ADC Air, Lee, Pham, Yamamori, Jina, Shrouder, Lucie, and DOES 1 through**
 15 **100**

16 309. Plaintiffs hereby incorporate by reference herein each of the preceding
 17 allegations.

18 310. Business and Professions Code section 17200 et seq. prohibits acts of
 19 unfair competition, which means and includes any "fraudulent business act or practice
 20 ... and conduct, which is likely to deceive," and is "fraudulent" within the meaning of
 21 section 17200.

22 311. By the conduct set forth above, each of ADC USA, ADC Air, Lee, Pham,
 23 Yamamori, Jina, Shrouder, Lucie, and DOES 1 through 100 have engaged in unfair
 24 competition in violation of section 17200. Among other facts stated herein, each of
 25 these Defendants acting through their agent Lee engaged in deceptive and fraudulent
 26 business practices by forging Choe's signature on the Forged Assignment to obtain a
 27 fake assignment of intellectual property rights belonging to Boltier and ADC Inc.
 28 Then, transferring those rights to ADC USA, and subsequent transferring certain

1 rights to ADC Air—all without authorization.

2 312. Moreover, Lee/HAJA purported to seek to repurchase on behalf of Choe
3 Family all of Choe's membership interest in Choe Family for \$1 based on an
4 application for writ of attachment that Lee himself authored.

5 313. Then, through false appointments of Jina and Shrouder to Boltier's board
6 of directors, these Defendants sought to prevent any stakeholder, including Choe,
7 from seeking court intervention or any investigation into the LEE Scheme and
8 Defendants' malfeasance.

9 314. As a result of these Defendants' misconduct, Boltier, ADC Inc., Choe,
10 and Choe Family have suffered extensive damages, and seeks restitution of all money,
11 property, profits, and other benefits acquired by these Defendants by means of their
12 unfair business practices in an amount to be proven at trial.

13
14 **COUNT XV: ELDER ABUSE**

15 **(CALIFORNIA WELFARE AND INSTITUTIONS CODE § 15610)**

16 **Choe Against Lee, Pham, Yamamori, Jina, Lucie, and Shrouder**

17 315. Plaintiff hereby incorporates by reference herein each of the preceding
18 allegations.

19 316. At all relevant times, Choe was over 65 years old.

20 317. Lee, Pham, Yamamori, Jina, Lucie, and Shrouder knew or should have
21 known Choe was over 65 years old at the time of the abuse.

22 318. Lee engaged in elder abuse by, among other things, misleading Choe to
23 sign both the Choe Family Operating Agreement and the ADC. Inc.-Choe Family
24 Shares Transfer Agreement. The Choe Family Operating Agreement purported to
25 appoint both Choe and HAJA/Lee as co-managers of the entity and required
26 unanimous consent to engage in all aspects of Choe Family's business operations,
27 including to initiate lawsuits. Lee deceived Choe to give up certain of his control
28 rights and his shares to Choe Family. In doing so, Lee sought to control Choe with

1 full veto rights through then (and still)-defunct HAJA.

2 319. Lee also engaged in elder abuse by obtaining Choe's signature on the
3 January 30, 2023 draft unanimous consent and using that to manufacture a faked
4 signature for Choe on the Forged Assignment that Lee used to purportedly divest from
5 Boltier and ADC Inc. their valuable intellectual property rights, including patents and
6 trade secrets.

7 320. Lee also engaged in elder abuse by accusing Choe's former employment
8 counsels for malpractice, breach of fiduciary duty and fraud, in an attempt to
9 intimidate them, drive them away and render Choe defenseless in the sham
10 employment action that Lee has orchestrated against Choe.

11 321. Lee also engaged in elder abuse by orchestrating a sham employment
12 action, on behalf of his co-conspirators Pham and Yamamori, drafting a writ of
13 attachment against Choe's membership interest in Choe Family, Boltier and ADC
14 Inc., purporting to repurchase on behalf of Choe Family all of Choe's membership
15 interest in Choe Family for \$1 based on an application for writ of attachment that Lee
16 himself authored, and enlisting co-conspirators Jina and Shrouder to replace Choe
17 from the Boltier and ADC Inc. boards.

18 322. Additionally, on information and belief, implementing their fraudulent
19 scheme against Choe, defendants Lee, Pham and Yamamori engaged in elder abuse
20 by misappropriating, and continue to misappropriate trade secrets that Choe innovated
21 and developed for Boltier.

22 323. Lee, Pham, Yamamori, Jina and Shrouder engaged in this conduct with
23 the intent to defraud Choe.

24 324. As a result of defendants' conduct, Choe was harmed.

25 325. The conduct of Lee, Pham, Yamamori, Jina and Shrouder was a
26 substantial factor in causing Choe's harm.

27 326. As a direct and proximate result of their misrepresentations and/or
28 misappropriation, Choe has suffered in an amount to be proven at trial.

COUNT XVI: FRAUD BY INTENTIONAL MISREPRESENTATION

**Choe, Boltier, and ADC Inc. Against ADC USA, ADC Air, Lee, Pham,
Yamamori, Lucie, and DOES 1 through 100**

327. Plaintiff hereby incorporates by reference herein each of the preceding allegations.

328. On January 30, 2023, Lee acting on his own behalf and on behalf of ADC USA, ADC Air, Pham, Yamamori, Lucie, and DOES 1 through 100, represented orally and in writing in the draft unanimous consent that he provided to Choe to sign that the document was a draft and required Alan Choe's signature to effectuate a unanimous board vote.

329. These Defendants knew the representation was false because these Defendants knew Lee intended to use the signature to create the Forged Assignment to assign illegally intellectual property rights belonging to ADC Inc. and Boltier to Lee, and ultimately to ADC USA and ADC Air.

330. These Defendants knew that the representation was false when Lee made it on their behalf, or Lee made the representation recklessly and without regard for its truth.

331. These Defendants intended that Choe, ADC Inc., and Boltier rely on the representation.

332. Choe, ADC Inc., and Boltier reasonably relied on it by among other things executing the draft unanimous consent with the expectation that Alan Choe would examine the document and approve or disapprove of the proposed resolution. But Lee didn't present the agreement to Alan Choe. Instead, he used Choe's signature to create the Forged Assignment that purported to assign intellectual property rights to Lee.

333. As a result of Defendants' fraud, each of Choe, ADC Inc., and Boltier has been damaged in an amount to be proven at trial.

334. In committing the acts complained of, these Defendants acted with

malice, fraud, and oppression, entitling Choe, ADC Inc., and Boltier to an award of punitive damages against these Defendants to the extent available by law and subject to proof.

COUNT XVII: NEGLIGENT MISREPRESENTATION

**Choe, Boltier, and ADC Inc. Against ADC USA, ADC Air, Lee, Pham,
Yamamori, Lucie, and DOES 1 through 100**

335. Plaintiff hereby incorporates by reference herein each of the preceding allegations.

336. On January 30, 2023, Lee acting on his own behalf and on behalf of ADC USA, ADC Air, Pham, Yamamori, Lucie, and DOES 1 through 100, represented orally and in writing in the draft unanimous consent that he provided to Choe to sign that the document was a draft and required Alan Choe's signature to effectuate a unanimous board vote.

337. These representations were not true.

338. These Defendants had no reasonable grounds for believing the representations to Choe were true because these Defendants knew Lee intended to use the signature to create the Forged Assignment to assign illegally intellectual property rights belonging to Choe, ADC Inc., and Boltier to Lee, and ultimately to ADC USA and ADC Air.

339. Choe, ADC Inc., and Boltier reasonably relied on it by among other things executing the draft unanimous consent with the expectation that Alan Choe would examine the document and approve or disapprove of the proposed resolution. But Lee didn't present the agreement to Alan Choe. Instead, he used Choe's signature to create the Forged Assignment that purported to assign intellectual property rights to Lee.

340. As a result of Defendants' fraud, each of Choe, ADC, and Boltier has been damaged in an amount to be proven at trial.

COUNT XVIII: DEFAMATION

Choe Against Lee, Shrouder, Jina, Lucie and Pham

341. Plaintiff hereby incorporates by reference herein each of the preceding allegations.

342. On June 21, 2024, Lee, Shrouder, Jina, Lucie and Pham (“Defamatory Defendants”) expressed purportedly factual statements about Choe to Eugene Yi, Jina, and Lucie. The entire “shareholder minutes” and purported “shareholder meeting” was a smear campaign intended to deflect from their criminal enterprise after Choe had exposed their fraudulent conduct to the shareholders. For example, Defamatory Defendants stated, among other things, that:

- Choe conducted “DEADLY HUMAN EXPERIMENTS” with his “Life Beam” technology “on elderly, severely ill person(s), including to Choe’s own wife” pursuant to which “[b]oth elderly persons including Choe’s wife died”;
- Choe “partnered with a group that included a convicted child molester and a convicted felon (who repeatedly tried to, and did, steal the ADC hardware)”;
- “Choe’s incompetence and potential criminal conduct mandates that he and his co-conspirators be isolated and removed from the company and prohibited from causing further prejudice”;
- “Choe’s refusal to disclose financial records of transactions with undisclosed South Korean accounts was the sole cause the 2022 IPO opportunity/evaluation was terminated”; and
- Henry Lee has a wage claim against Choe and that “despite having the money to pay, Choe willfully refused to pay wages.”

(Exhibit W [June 21, 2024 Boltier Meeting Minutes].)

343. Defamatory Defendants further expressed these and other defamatory statements in what they claimed to be the minutes of the June 21, 2024 meeting and caused them to be emailed to Boltier shareholders on July 3, 2024.

344. Defamatory Defendants intentionally communicated the defamatory

1 statements to shareholder Eugene Yi. Aside from Mr. Yi, none of the purported
2 attendants of the “shareholder meeting” are shareholders of the company. Defamatory
3 Defendants intentionally communicated the defamatory statements also by email to
4 the remaining shareholders.

5 345. These statements Defamatory Defendants made concerning Choe were
6 false.

7 346. Defamatory Defendants made the defamatory statements with actual
8 malice—i.e., with knowledge of their falsity, or alternatively, with a reckless
9 disregard for their falsity.

10 347. Defamatory Defendants also made the defamatory statements without
11 privilege or justification.

12 348. The defamatory statements concerning Chow directly injured him by
13 diminishing his reputation in his profession, trade, and/or business, which has a
14 natural tendency to lessen his profits.

15 349. It was Defamatory Defendants’ intent that the defamatory statements
16 would injure Choe economically.

17 350. As a result of the publication of these false statements, Choe has suffered
18 damages, including but not limited to lost compensation, lost profits, and loss to
19 reputation in an amount to be proven at trial.

20 351. In committing the acts complained of, these Defendants acted with
21 malice, fraud, and oppression, entitling Choe to an award of punitive damages against
22 these Defendants to the extent available by law and subject to proof.

23
24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff demands judgment be entered against Defendants,
26 and DOES 1 through 100, and each of them as follows:

27 1. On Count I (Trademark Infringement):
28

- 1 a. That the Court adjudge and decree that Defendants have, without
2 the consent of Boltier, under in commerce ADC ENERGY and
3 POWER EVERYONE trademarks in connection with the sale or
4 offering of goods and/or services that is likely to cause confusion, or
5 to cause mistake, or to deceive in violation of 15 U.S.C. §1114;
- 6 b. That the Court award Boltier: (i) general, compensatory and special
7 damages according to proof at the time of trial, including an
8 enhancement by the Court as set forth in 15 U.S.C. §1117, (ii) a
9 disgorgement of the profits earned by Defendants that are
10 attributable to the wrongful act set forth herein pursuant to 15
11 U.S.C. §1117, (iii) exemplary damages as the court finds
12 appropriate to deter any future willful conduct, and (iv) interest,
13 including prejudgment interest, of the foregoing sums;
- 14 c. That the Court issue an order declaring this case is “exceptional”
15 and that Defendants be ordered to pay the reasonable attorneys’ fees
16 and costs incurred by Boltier in prosecuting this action pursuant to
17 15 U.S.C. §1117;
- 18 d. That the Court permanently enjoin Defendants, their agents,
19 employees, officers, managers, and all persons acting in concert or
20 participation with them, or with any of them, from:
 - 21 i. manufacturing, distributing/providing, selling, marketing,
22 advertising, promoting, or authorizing any third party to
23 manufacture, distribute/provide, sell, market, advertise or
24 promote Defendants’ goods and services bearing the mark
25 ADC ENERGY and POWER EVERYONE or any other mark
26 that is a counterfeit, copy, simulation, confusingly similar
27 variation, or colorable imitation of such marks;
- 28

1 ii. misrepresenting the ownership of the ADC ENERGY and
2 POWER EVERYONE marks;

3 iii. aiding, assisting, or abetting any other individual or entity in
4 doing any act prohibited by sub-paragraphs (i) and (ii).

5 2. On Count II (Misappropriation of Trade Secrets under DSTA):

6 a. for an injunction restraining and enjoining the Defendants, their
7 agents, employees, and all other persons acting in concert or
8 participating with them, from disclosing or using any proprietary,
9 confidential, or trade secret information obtained from Boltier;

10 b. for a judgment for compensatory and general damages in an amount
11 to be determined by proof at trial;

12 c. for an award of attorneys' fees and costs; and

13 d. for an award for double damages pursuant to 18 U.S.C.
14 §1836(b)(3)(C).

15 3. On Count III (Misappropriation of Trade Secrets under California law):

16 a. for an injunction restraining and enjoining the Defendants, their
17 agents, employees, and all other persons acting in concert or
18 participating with them, from disclosing or using any proprietary,
19 confidential, or trade secret information obtained from Boltier;

20 b. for a judgment for compensatory and general damages in an amount
21 to be determined by proof at trial;

22 c. for an award of attorneys' fees and costs; and

23 d. for an award for increased damages pursuant to California Civil
24 Code §§ 3426.3(c).

25 4. On Count IV (Violation of RICO):

26 a. for a judgment for compensatory and general damages in an amount
27 to be determined by proof at trial;

- b. for a judgment for punitive and exemplary damages in an amount to be determined by proof at trial;
- c. for an award of attorneys' fees and costs attorneys' fees and costs incurred; and
- d. for a judgment for treble damages pursuant to 18 U.S.C. section 1964(c).

5. On Count V (Conspiracy to Violate RICO):

- a. for a judgment for compensatory and general damages in an amount to be determined by proof at trial;
- b. for a judgment for punitive and exemplary damages in an amount to be determined by proof at trial;
- c. for an award of attorneys' fees and costs; and
- d. for a judgment for treble damages pursuant to 18 U.S.C. section 1964(c).

6. On Count VI (Declaratory Judgment):

- a. a declaratory judgment that each of the Choe Family Operating Agreement, ADC-Inc.-Choe Family Shares Transfer Agreement, and Forged Assignment is void ab initio and any and all subsequent actions taken by the parties based thereon are ineffective and void ab initio;
- b. a declaratory judgment that the ADC Inc.-ADC USA sublicense agreement has terminated;
- c. a declaratory judgment that the Forged Assignment was ineffective and void ab initio and any and all subsequent actions taken by the parties based thereon are ineffective and void ab initio;
- d. a declaratory judgment that none of the Plaintiffs nor their shareholders has engaged in any unlawful business practices under California Business and Professions Code section 17200, breach of

- 1 fiduciary duty, fraud, violation of civil rights, and
- 2 embezzlement/conversion of funds concerning the business of any
- 3 of Plaintiffs or Defendants; and
- 4 e. a declaratory judgment that none of the Plaintiffs nor their
- 5 shareholders owe Lee any money.
- 6 7. On Count VII (Civil Conspiracy):
- 7 a. for a judgment for compensatory and general damages in an amount
- 8 to be determined by proof at trial;
- 9 b. for a judgment for punitive and exemplary damages in an amount to
- 10 be determined by proof at trial;
- 11 8. On Count VIII (Breach of Fiduciary Duty to Boltier & ADC Inc.):
- 12 a. for a judgment for compensatory and general damages in an amount
- 13 to be determined by proof at trial;
- 14 b. for an award of attorneys' fees and costs; and
- 15 c. for a judgment for punitive and exemplary damages in an amount to
- 16 be determined by proof at trial;
- 17 9. On Count IX (Breach of Fiduciary Duty to Choe and Choe Family):
- 18 a. for a judgment for compensatory and general damages in an amount
- 19 to be determined by proof at trial;
- 20 b. for an award of attorneys' fees and costs; and
- 21 c. for a judgment for punitive and exemplary damages in an amount to
- 22 be determined by proof at trial.
- 23 10. On Count X (Aiding and Abetting Breach of Fiduciary Duty to Boltier
- 24 and ADC Inc.):
- 25 a. for a judgment for compensatory and general damages in an amount
- 26 to be determined by proof at trial;
- 27 b. for an award of attorneys' fees and costs; and
- 28

1 c. for a judgment for punitive and exemplary damages in an amount to
2 be determined by proof at trial.

3 11. On Count XI (Aiding and Abetting Breach of Fiduciary Duty to Choe
4 and Choe Family):

5 a. for a judgment for compensatory and general damages in an amount
6 to be determined by proof at trial;

7 b. for an award of attorneys' fees and costs; and

8 c. for a judgment for punitive and exemplary damages in an amount to
9 be determined by proof at trial.

10 12. On Count XII (Conversion):

11 a. for a judgment for compensatory and general damages in an amount
12 to be determined by proof at trial.

13 13. On Count XIII (Unjust Enrichment):

14 a. for a judgment for compensatory and general damages in an amount
15 to be determined by proof at trial.

16 14. On Count XIV (Unfair Competition):

17 a. for a judgment for restitution of all money, property, profits, and
18 other benefits acquired by Defendants by means of their unfair
19 business practices in an amount to be proven at trial; and

20 b. for an award of attorneys' fees and costs.

21 15. On Count XV (Elder Abuse):

22 a. for a judgment for compensatory and general damages in an amount
23 to be determined by proof at trial; and

24 b. for an award of attorneys' fees and costs

25 16. On Count XVI (Fraudulent Misrepresentation):

26 a. for a judgment for compensatory and general damages in an amount
27 to be determined by proof at trial; and
28

b. for a judgment for punitive and exemplary damages in an amount to be determined by proof at trial.

17. On Count XVII (Negligent Misrepresentation):

a. for a judgment for compensatory and general damages in an amount to be determined by proof at trial.

18. On Count VIII (Defamation)

a. for a judgment for compensatory and general damages in an amount to be determined by proof at trial; and

b. for a judgment for punitive and exemplary damages in an amount to be determined by proof at trial.

19. On All Counts:

a. for a judgment for interest thereon at the legal rate;

b. for an award of attorneys' fees and costs as allowed by law;

c. for preliminary and permanent injunctive relief; and

d. for such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

DATED: July 5, 2024

ORBIT IP, LLP

By: /s/ Ehab M. Samuel
EHAB M. SAMUEL
DAVID A. RANDALL

Attorneys for Plaintiffs